AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 13, 2016
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

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

A. **AI-56839** Discussion and action on Memorandum of Understanding between County of Hidalgo, City of Edinburg and Edinburg EDC regarding the development of and funding for a New Hidalgo County Courthouse.

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

A. **AI-56715** DA - US Department of Justice Funds (1256):
Appropriation of funds in the amount of $10,000.00 to fund the purchase of equipment for law enforcement personnel.

7. **Constables:**

A. **AI-56732** Constable Pct. #1 - LBSP 2017:
1. Authorization to accept the approval notice in reference to L.B.S.P.2017 for the amount of $35,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.

3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of certification of Revenues as certified by the County Auditor for the FY 2017 L.B.S.P. Grant.
5. Approval to appropriate the budget for Constable Office Precinct 1. L.B.S.P. 2017 Grant in the amount of $35,000.00.

B. **AI-56767** Constable Pct. #2 - LBSP 2017:
1. Authorization to accept the Approval Notice in reference to L.B.S.P. FY2017 in the amount of $35,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues by County Auditor for the FY 2017 L.B.S.P. Grant.
5. Approval to appropriate the budget for Constable Office Precinct 2 L.B.S.P. 2017 Grant in the amount of $35,000.00.

C. **AI-56771** Constable Pct. 3 - Local Border Security Program (1284):
1. Authorization to accept the Statement of Grant Award in reference to the Local Border Security Program FY17 in the amount of $95,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY17 Local Border Security Program Grant.
5. Approval to appropriate the budget for Hidalgo County Constable Precinct 3 Office portion of the FY17 Local Border Security Program in the amount of $95,000.00.

D. **AI-56818** Constable Pct. 3 - Homeland Security Grant Program Equipment for Border Operations - ATV - 1284
1. Authorization and approval to accept the Statement of Grant Award in reference to the Homeland Security Grant Program (HSGP) Equipment for Border Operations - ATV Grant Award No: 3113901 in the amount of $19,941.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY16 Homeland Security Grant Program Equipment for Border Operations - ATV.
4. Approval to appropriate the budget for Hidalgo County Constable Precinct 3 Office of the FY16 Homeland Security Grant Program

Equipment for Border Operations - ATV in the amount of $19,941.00.

E. **AI-56832** Constable Pct. 4 - LBSP 2017:
1. Authorization to accept the Grant Award in reference to Local Border Security Program FY 2017 for the amount of $75,000.00 from the Texas Department of Public Safety; Texas Homeland Security State Administrative Agency for the period of September 1, 2016 to August 31, 2017.
2. Authorization and approval for County Judge, as authorized official, to electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2017 Grant.
5. Approval to appropriate the budget for the Hidalgo County Constable Precinct 4's portion of the Local Border Security Program FY 2017 Grant in the amount of $75,000.00.

8. **Sheriff's Office:**

A. **AI-56735** 1. Approval of resolution to retire Hidalgo County Sheriff's Office K-9 "Dick" from his service to Hidalgo County and, upon its retirement, for the ownership transfer of K-9 "Dick" to Senior Deputy Javier Solis.
2. Approval of affidavit and receipt agreement.
3. Approval to declare surplus and remove from County Inventory list County Asset #49600 (Belgian Malinois) for medically required reasons, after removal from Hidalgo County Sheriff's Office service.

9. **Executive Office:**

A. **AI-56782** Approval to accept settlement check from Lexington Insurance Company in the amount of $51,056.92 to settle storm damages to County property during the Weather Event of May 31, 2016.

B. **AI-56666** Approval to accept settlement check from American Zurich Insurance Company in the amount of $908.20 to settle auto accident claim with County vehicle. (Sheriff Office)

10. **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

11. Community Service Agency:

A. AI-56773 2017 CSBG CAP Plan and Budget
1. Public hearing regarding the proposed 2017 CSBG Community Action Plan and Budget
2. Discussion, consideration and possible action regarding adoption of the 2017 CSBG Community Action Plan and Budget

12. Urban County:

A. AI-56847 "Subject to: HB 1295 Compliance." Requesting authority to purchase fire station equipment through the County's Membership/Participation with BuyBoard's awarded vendor, Casco Industries, Inc. (contract # 432-13), in the amount of $12,184.16 for the Mercedes Fire Dept. (FY 2016).

B. AI-56774 Urban County Program (UCP) is requesting consideration and approval of the following:
1. Resolution authorizing the submission of a 2016 Colonia Economically Distressed Areas Program (CEDAP) application in the amount of up to $1,000,000.00 and;
2. Authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the Texas Department of Agriculture's Texas Community Development Block Grant Program 2016 CEDAP Application.

C. AI-56738 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Peñitas is requesting approval of a best and final negotiated contract for professional engineering services with Lefevre Engineering & Management Consulting, LLC, in the amount of $7,500.00 utilizing CDBG FY 29 (2016) Peñitas Sidewalk funds.
2. Requesting approval of Work Authorization No. 1- "2016 Peñitas Sidewalk" in the amount of $7,500.00.

D. **AI-56739** 1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Peñitas is requesting approval of a best and final negotiated contract for professional engineering services with Lefevre Engineering & Management Consulting, LLC, in the amount of $17,960.00 utilizing CDBG FY 29 (2016) Peñitas Other Public Facility Improvements funds.
2. Requesting approval of Work Authorization No. 1- "2016 Peñitas Other Public Facility Improvements" in the amount of $17,960.00.

E. **AI-56793** 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 Granjeno, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Granjeno Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Raba-Kistner Consultants, Inc.	98.67%	
Earth Co.	84.67%	
Fulcrum Consultants, Inc.	82.67%	

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

F. **AI-56794** 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 Granjeno, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Granjeno Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Hinojosa Engineering, Inc.	95.67%	
Land Tech, Inc.	90.33%	
Terracon Consulting Engineers	88.00%	

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) Granjeno Parks, Recreational Facility Improvement project.

G. **AI-56744** Approval of land acquisition of Parcel #1 from Mr. Efrain J. Sanchez in the amount of $6,000.00 for the La Homa Street Improvements Project for the City of Palmview.

H. **AI-56743** Approval of land acquisition of Parcel #3 & 4 from Mr. Rogelio Rodriguez Lozano in the amount of $17,500.00 for the La Homa Street Improvements Project for the City of Palmview.

I. **AI-56742** Approval of land acquisition of Parcel #3A from Agua Special Utility District in the amount of $1,830.00 for the La Homa Street Improvements project for the City of Palmview.

13. **Head Start Program:**

A. **AI-56751** Appointment of One (1) Community Representative to serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October - Pending Community Representative Appointment: Commissioner Joseph Palacios, Precinct 4

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

A. **AI-56821** Discussion, consideration and approval to accept donation deed from Rhodes Enterprises, Inc., a Texas limited partnership for a property legally described as Tract A & Tract B Aurora Valley Phase 4 comprising of approximately 11.85 acres to be utilized as a County Park.

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

A. **AI-56836** Approval to appoint Manuel Treviño, Jr., student at the University of Texas Rio Grande Valley, as an intern under Hidalgo County Precinct 2 for the period of October 24, 2016 through November 4, 2016.

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

A. **AI-56846** Approval of First Amendment to Interlocal Cooperation Agreement between County and Edinburg Consolidated Independent School District (Brewster Park-Pct. 4)

17. **Budget & Management:**

A. **Budget Appropriations:**

1. **AI-56760** HSGP (1283):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the LRGVDC relating to the Interlocal Agreement for the FY2015 Hidalgo County Municipal Law Enforcement Interoperability Communication Expansion Project.
b. Approval of 2016 appropriation of funds into HSGP in the amount of $86,000.33.

18. **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-56775** 1. Presentations from participating Program Management Firms in connection with the design & construction of a New Hidalgo County Courthouse for the purpose of grading/evaluating and finalizing scoring sheets with each professional firm.

2. Approval of the evaluation/scoring grid for the purposes of ranking by Commissioners' Court of the five (5) participating firms:

PROGRAM MANAGEMENT FIRM	SCORE	RANK
BROADDUS + PROJECT CONTROL		
JLL		
HILL INTERNATIONAL		

DANNENBAUM		
JACOBS PROJECT MANAGEMENT CO.		

3. Authority to commence negotiations for the purpose of finalizing a professional service agreement with the No. 1 ranked firm of _____ for the design and construction of the New Hidalgo County Courthouse.

2. AI-56698 Presentation of sole-bid response received from STX Snacktime Vending Co. LLC meeting all specifications and/or requirements for the purpose of award and approval of contract for Hidalgo County-"Vending Machine Services"- RFB No:2016-307A-09-28-SMA.

3. AI-56631 Approval to establish the following deadlines for the submission of requisitions for goods and/or services to order and received prior to December 31, 2016 for General Fund and all other applicable funds:

- Major purchases deadline: October 28, 2016
- Daily purchases deadline: November 04, 2016

B. Pct. 1

1. AI-56820 a. Acceptance and approval on an Interlocal Agreement between County of Hidalgo and City of Donna for the provisions of joint efforts for the Mile 12 1/2 (FM 88 - FM 493) Road Improvement Project; and
b. Acceptance and approval of Interlocal Agreement Project: Improvements to Mile12 1/2 (FM 88 - FM 493) Road.

2. AI-56811 Acceptance and approval of request by Precinct No.1 for Supplemental No. 1 through Work Authorization No. 3 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#741616 for modification to original scope of work as more specifically described in Attachment "D" with an increase of $176,000 to the original amount reflected on the work authorization.

3. AI-56810 A. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the subcontracting of Halff & Associates, Inc and Aranda & Associates, Inc., in connection to Work Authorization No. 3 for the "Mile 6 West" project in Precinct One.

B. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the

subcontracting of Cordia SUE, LLC and Half & Associates, Inc., in connection to Work Authorization No. 4 for the "Mile 6 West" project in Precinct One.

C. **Pct. 2**

1. **AI-56834** Pursuant to contract with L&G Consulting Engineers, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of B2Z Engineering, LLC in connection with Work Authorization No. 1 for the Pct 2 CRC Youth Facility Project.

2. **AI-56764** Authority to advertise (including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required) with approval of RFB plans and specifications as developed and drafted by Project Engineer L & G Engineering, for "Regional Linear Park Project - Phase 1"-RFB No. 2016-378-11-30-YZV and subject to TxDOT's approval.

D. **Pct. 4**

1. **AI-56824** Acceptance and approval of Work Authorization No. 1 (with an estimated cost of 9,501.62) as submitted by project engineer, L&G Consulting Engineers in connection with Contract# C-16-305-10-04.

19. **Open Forum**

20. **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-56826** Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

D. **AI-56830** Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

E. **AI-56788** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County, Texas; In the County Court At Law No. 2 of Hidalgo County, Texas

F. **AI-56840** C-4230-16-G; Blanca Quintanilla and Glendy Hernandez v Hidalgo County Constable Pct. 3

G. **AI-56777** Claim of Texas Department of Public Safety

H. **AI-56779** Claim of Ruben Alaniz

I. **AI-56807** Claim of Jose Rolando Gonzalez, Jr.

J. **AI-56843** Claim of Brittany Hernandez

21. 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)

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-56827** Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

D. **AI-56829** Pending/potential litigation - Edinburg Municipal Airport & City of Edinburg Property

E. **AI-56789** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County, Texas; In the County Court At Law No. 2 of Hidalgo County, Texas

F. **AI-56841** C-4230-16-G; Blanca Quintanilla and Glendy Hernandez v Hidalgo County Constable Pct. 3

G. **AI-56778** Claim of Texas Department of Public Safety

H. **AI-56780** Claim of Ruben Alaniz

I. **AI-56808** Claim of Jose Rolando Gonzalez, Jr.

J. **AI-56845** Claim of Brittany Hernandez

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

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

25. **Adjourn**

AI-56839 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Department: COUNTY JUDGE

Information

CAPTION

Discussion and action on Memorandum of Understanding between County of Hidalgo, City of Edinburg and Edinburg EDC regarding the development of and funding for a New Hidalgo County Courthouse.

BACKGROUND

Fiscal Impact

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:19 PM
Glinda Pacheco	Glinda Pacheco	10/07/2016 04:00 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Virginia Jones		Started On: 10/07/2016 03:02 PM
Final Approval Date: 10/07/2016		

MEMORANDUM OF UNDERSTANDING

Among

THE COUNTY OF HIDALGO,

THE CITY OF EDINBURG

And

THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION

REGARDING THE DEVELOPMENT OF AND FUNDING FOR A NEW HIDALGO COUNTY COURTHOUSE TO BE LOCATED IN EDINBURG, TEXAS

1. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to memorialize the commitments made by the County of Hidalgo (the "County"), the City of Edinburg (the "City") and the Edinburg Economic Development Corporation, a non-profit corporation created by the City and organized pursuant to Section 4A of the Development Corporation Act of 1979, - Article 5190.6, V.A.T.C.S. (the "EEDC"), in furtherance of the construction of a new Hidalgo County Courthouse (the "Courthouse"), to be located in the county seat of Edinburg, Texas.

2. Background

Originally constructed in 1954, the existing courthouse accommodated five courts that served a small rural community with a population of 168,000. Today, the County has 24 courts with a population nearing 900,000. The increase in the number of courtrooms requires County and City leaders to address the need for a new courthouse (the "Courthouse") that can accommodate all of the current County courts, while considering our continuing growth and the changing landscape that has become known as downtown Edinburg. In addition to serving the judicial needs of the County, a new Courthouse in downtown Edinburg is expected to revitalize the area, compliment the growth of the University of Texas RGV, and spur economic development in our vibrant community.

3. Commitment of the County of Hidalgo

The County is committed to constructing and operating a new Courthouse. The County currently expects that the Courthouse will:

a. Be built on the existing courthouse square in downtown Edinburg;

b. Serve the existing courts in Hidalgo County, and allow for consideration for future courts;

c. Serve the County Clerk and District Clerk, as well as other offices deemed necessary to support court operations or otherwise deemed appropriate by the County;

d. Improve safety and health conditions for all visitors, employees, and those who conduct business at the Courthouse;

e. Accommodate parking for employees and others with business at the Courthouse;

f. Increase opportunities for economic development; and

g. Benefit the citizens of the City and the County.

4. Commitment of the City of Edinburg

To support and ensure the success of the County in its endeavor to create and operate the new Courthouse in downtown Edinburg, the City desires to cooperate by contributing to the County an amount equal to the lesser of (i) twenty percent (20%) of the Total Project Cost (as such term is defined below) and (ii) Thirty Million Dollars (U.S.$30,000,000.00) (such amount, the "City Contribution Commitment"). The following terms apply to the City Contribution Commitment:

a. The "Total Project Cost" includes, without limitation, the architectural, engineering, design, government approvals, geotechnical, lab testing, surveying, construction, construction/program management, FF&E, accounting and similar development costs to have the Courthouse designed, constructed and furnished, whether incurred prior to or after execution hereof. The current estimate of the Total Project Cost is One Hundred Fifty Million Dollars (U.S.$150,000,000.00).

b. If, in order to pay the City Contribution Commitment in full, the City incurs debt obligations for the purpose of financing the City Contribution Commitment, then the payment of the City Contribution Commitment to the County will be due and shall be paid by the City on or before the earlier of: (i) one year from the date the City incurs such debt obligations and (ii) the closing of the County's issuance of bonds or other financing, if any, incurred by the County for the Courthouse (the "County Financing").

c. If the City opts to pay the City Contribution Commitment over time instead of paying the entire amount upfront, then the City will make thirty (30) annual payments of One Million Five Hundred Thousand Dollars (U.S.$1,500,000.00) to the County with the first such payment being made on or before the earlier of:

    i. thirty (30) days prior to the County's first payment on the County Financing, which date shall be provided in writing by the County to the City at least thirty (30) days before the due date of the City's payment; and

ii. the later of (i) December 31, 2018, and (ii) commencement of construction, and each subsequent payment shall be due, and shall be paid no later than, the same date of the year during each of the subsequent twenty-nine (29) years.

d. In the event the City intends to incur debt obligations in accordance with Subparagraph 4.b. above but has not incurred such debt by the earlier of (i) December 31, 2017 and (ii) the closing on the County Financing, then the City shall make annual payments in accordance with Subparagraph 4.c. above until such time as the City pays off the remaining balance of the City Contribution Commitment pursuant to Subparagraph 4.b. above.

e. Nothing in Subparagraphs 4.b. through 4.d. above shall be construed to prevent the City from making payments on the City Contribution Commitment prior to the due date for such payment.

f. If the City creates a Tax Increment Reinvestment Zone ("TIRZ") including any of the Edinburg downtown area, then the City shall cause the TIRZ to dedicate the tax increment revenue to fulfill the City's Contribution Commitment before using any such TIRZ funds for other purposes. Without limiting the generality of the foregoing, if the County participates in such TIRZ, no County funds shall be used for the City

g. The City's agree to make the City Contribution Commitment pursuant to this Paragraph 4 is subject to annual appropriation from the City Council of the City except to the extent (i) the City opts to fund the City Contribution Commitment through bonds pursuant to Subparagraph 4.b. above or through a TIRZ pursuant to Subparagraph 4.f. above or (ii) of the EEDC's payments pursuant to Paragraph 5 below). The City agrees, however, to use its best efforts to secure the funds necessary for making the City Contribution Commitment in accordance with the terms hereof.

h. The Courthouse development will require off-site infrastructure design, approval and construction for improvements including, without limitation, drainage systems, utilities, roadways and traffic controls ("Off-Site Infrastructure"). The County and City agree that payments by the City or any third party, including the Hidalgo County Metropolitan Planning Organization for Off-Site Infrastructure shall not count towards the City Contribution Commitment.

i. The City may provide input to the County with respect to the County's ongoing planning, design, and site-work considerations for the Courthouse. If the County creates a committee for such planning design and site-work considerations for the Courthouse, the County agrees to allow the City to appoint one member of the committee.

5. Commitment of the EEDC

To support and ensure the success of the County in its endeavor to create and operate the Courthouse in downtown Edinburg, the EEDC desires to cooperate by providing a minimum of Seven Hundred Fifty Thousand Dollars (U.S.$750,000.00) per year to the County. Any such funds received by the County from the EEDC shall be allocated toward the City Contribution Commitment pursuant to Paragraph 4 above.

6. Future Development and Actions

a. The parties acknowledge that additional terms are to be determined among them, and will be subject to one or more additional agreements between them, which may include (i) an agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 *et seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and/or (ii) in recognition of the increased opportunities for economic development, an economic development agreement pursuant to Chapters 380, Local Government Code.

b. Notwithstanding anything to the contrary contained herein, the parties agree that (i) the Courthouse is the County's project, (ii) the parties hereto other than the County shall have no ownership, control or management with respect to the Courthouse, and (iii) the County shall retain control of it, including without limitation with respect to planning, design, site-work, scheduling, and procurement of goods and services.

[Signature page follows]

DRAFT

This MOU shall take effect upon the execution of all parties hereto, as evidenced by the date of execution set forth underneath each signatures below.

_____	_____
Judge Ramon Garcia Hidalgo County	Mayor Richard Garcia City of Edinburg
_____	_____
(Date)	(Date)

_____
Mark Iglesias, Board President
Edinburg Economic Development Corporation

_____
(Date)

DRAFT

AI-56715 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Obdett Calzada, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA - US Department of Justice Funds (1256):
Appropriation of funds in the amount of $10,000.00 to fund the purchase of equipment for law enforcement personnel.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1256-412-00-080-014-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 9-30-16 in the Unassigned F/B.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/30/2016 03:43 PM
Ivan Cantu	Ivan Cantu	09/30/2016 04:23 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Obdett Calzada		Started On: 09/30/2016 03:14 PM
Final Approval Date: 10/07/2016		

DATE: September 30, 2016

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office - USDJ

ACCOUNT NUMBER: 6-1256-412-00-080-014-0-XXX

Contact Person: Obdett Calzada **Ph#:** (956) 318-2300 ext. 8086

2016
Appropriation

AI- 56715

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
6-1256-412-00-080-014-0-610	DA - USDJ	GENERAL SUPPLIES	6,000.00
6-1256-412-00-080-014-0-751	DA - USDJ	MACHINERY & EQUIPMENT	4,000.00
		TOTAL BUDGET INCREASE (DECREASE)	10,000.00

REASON: Appropriation to fund the purchase of equipment for law enforcement personnel.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56732 **Constables** **7. A.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1 - LBSP 2017:
1. Authorization to accept the approval notice in reference to L.B.S.P.2017 for the amount of $35,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of certification of Revenues as certified by the County Auditor for the FY 2017 L.B.S.P. Grant.
5. Approval to appropriate the budget for Constable Office Precinct 1. L.B.S.P. 2017 Grant in the amount of $35,000.00.

BACKGROUND

On 3/22/16, Commissioner's Court approved the acceptance to apply for the FY2017 Local Border Security Program from the Office of the Governor's Homeland Security Grants Division (HSGD) through egrants.

Grant No: 2997502
Federal ID: 2017-BL-ST-0016
Grant Operation Term: 09/01/16 - 08/31/17

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-291-080-7-XXX

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

BUDGETARY IMPACT:

Revenue Account: 6-1284-421-00-291-080-7-XXX

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 1 general fund account (6-1100-421-00-291-001-0-XXX)

Attachments

letter of award LBSP
SOGA
APPROPRIATION
LETTER
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/03/2016 02:31 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Joe Espinoza		Started On: 10/03/2016 10:37 AM
Final Approval Date: 10/07/2016		

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	2997502	**Award Amount:**	$35,000.00
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:**	$35,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT1		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

***** 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.

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Grant Number:	2997502	**Award Amount:**	$35,000.00
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:**	$35,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT1		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct No. 1

ACCOUNT NUMBER: 6-1284-421-00-291-080-7-XXX

Contact Person: Joe F. Espinosa **Ph#:** 956-447-3775

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
6-1284-421-00-291-080-7-131	CONST PCT1 LBSP-OVERTIME PAY	28,492.36
6-1284-421-00-291-080-7-220	CONST PCT1 LBSP-FICA	2,179.67
6-1284-421-00-291-080-7-230	CONST PCT1 LBSP-RETIREMENT	3,268.06
6-1284-421-00-291-080-7-250	CONST PCT1 LBSP-UNEMPLOYMENT COMP	170.95
6-1284-421-00-291-080-7-260	CONST PCT1 LBSP-WORKERS COMP	888.96
6-1284-334-10-291-080-7-000	CONST PCT1 LBSP-REVENUES	35,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**35,000.00**

REASON:

To appropriate the budget for the LBSP FY17 Grant for Constable Pct 1. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 2997502; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.1 general fund budget (6-1100-421-00-291-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

GOVERNOR GREG ABBOTT

Dear Grantee:

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

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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

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

Aimee Snoddy
Director
Homeland Security Grants Division

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

October 5, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 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 - Homeland Security Grants Division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$35,000.00	Local Border Security Program (LBSP FY2017) Award No. 2997502

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/12/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LISA M. SINGLETERRY, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 273RD D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-56732 **Constables 7. A.**
CC - REGULAR
Meeting Date: 10/13/2016
Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1
Submitted By: Joe Espinoza, CONSTABLE PCT. #1
Department: CONSTABLE PCT. #1

Information

CAPTION
Constable Pct. #1 - LBSP 2017:
1. Authorization to accept the approval notice in reference to L.B.S.P.2017 for the amount of $35,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of certification of Revenues as certified by the County Auditor for the FY 2017 L.B.S.P. Grant.
5. Approval to appropriate the budget for Constable Office Precinct 1. L.B.S.P. 2017 Grant in the amount of $35,000.00.

BACKGROUND
On 3/22/16, Commissioner's Court approved the acceptance to apply for the FY2017 Local Border Security Program from the Office of the Governor's Homeland Security Grants Division (HSGD) through egrants.

Grant No: 2997502
Federal ID: 2017-BL-ST-0016
Grant Operation Term: 09/01/16 - 08/31/17

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-291-080-7-XXX
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Revenue Account: 6-1284-421-00-291-080-7-XXX

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 1 general fund account (6-1100-421-00-291-001-0-XXX)

Attachments

letter of award LBSP
SOGA

Hector Sandoval

From: Joe Espinosa [joe.espinosa@co.hidalgo.tx.us]
Sent: Monday, October 03, 2016 10:36 AM
To: Hector Sandoval
Subject: L.B.S.P. 2017 Certification of revenues

Hector, I am requesting a certification of revenues for $35,000.00 for L.B.S.P. 2016. Grant Number 2997502. Grant Period 09/01/2016 to 08/31/2016.

--
Chief Deputy Joe F. Espinosa
Hidalgo County Constables Office Pct 1.
Constable Celestino Avila
1900 Joe Stephens Weslaco, Texas 78596
(956) 447-3775 ext. 1106
(956) 246-8152 cell

GOVERNOR GREG ABBOTT

Dear Grantee:

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

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

Aimee Snoddy
Director
Homeland Security Grants Division

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

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Grant Number:	2997502	**Award Amount:**	$35,000.00
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:**	$35,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT1		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Celestino Avila Jr.

DEPARTMENT NAME: Constable Precinct No. 1

ACCOUNT NUMBER: 6-1284-421-00-291-080-7-XXX

Contact Person: Joe F. Espinosa Ph# 956-447-3775

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
6-1284-421-00-291-080-7-131	CONST PCT1 LBSP-OVERTIME PAY	28,492.36
6-1284-421-00-291-080-7-220	CONST PCT1 LBSP-FICA	2,179.67
6-1284-421-00-291-080-7-230	CONST PCT1 LBSP-RETIREMENT	3,268.06
6-1284-421-00-291-080-7-250	CONST PCT1 LBSP-UNEMPLOYMENT COMP	170.95
6-1284-421-00-291-080-7-260	CONST PCT1 LBSP-WORKERS COMP	888.96
6-1284-334-10-291-080-7-000	CONST PCT1 LBSP-REVENUES	35,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**35,000.00**

REASON: To appropriate the budget for the LBSP FY17 Grant for Constable Pct 1. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 2997502; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.1 general fund budget (6-1100-421-00-291-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56767 **Constables** **7. B.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Campos, CONSTABLE PCT. #2

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2 - LBSP 2017:
1. Authorization to accept the Approval Notice in reference to L.B.S.P. FY2017 in the amount of $35,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues by County Auditor for the FY 2017 L.B.S.P. Grant.
5. Approval to appropriate the budget for Constable Office Precinct 2 L.B.S.P. 2017 Grant in the amount of $35,000.00.

BACKGROUND

On 3/22/16, Commissioner's Court approved the acceptance to apply for the FY2017 Local Border Security Program from the Office of the Governor's Homeland Security Grants Division (HSGD) through egrants.

Grant No: 3002102
Federal ID: 2017-BL-ST-0016
Grant Operation Term: 09/01/16 - 08/31/17

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-292-080-7-XXX

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

BUDGETARY IMPACT:

Revenue account is 6-1284-334-10-292-080-7-XXX.

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 2

general fund account (6-1100-421-00-292-001-0-XXX)

Attachments

backup
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/05/2016 04:22 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Monica Badillo		Started On: 10/05/2016 04:05 PM
Final Approval Date: 10/07/2016		

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Martin Cantu

DEPARTMENT NAME: Constable Precinct No. 2

ACCOUNT NUMBER: 6-1284-421-00-292-080-7-XXX

Contact Person: Armando Campos **Ph#:** 956-784-3510

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).

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6-1284-421-00-292-080-7-131	CONST PCT2 LBSP-OVERTIME PAY	28,492.36
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6-1284-334-10-292-080-7-000	CONST PCT2 LBSP-REVENUES	35,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**35,000.00**

REASON: To appropriate the budget for the LBSP FY17 Grant for Constable Pct.2. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 3002102; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.2 general fund budget (6-1100-421-00-292-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

GOVERNOR GREG ABBOTT

Dear Grantee:

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

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

Aimee Snoddy
Director
Homeland Security Grants Division

***** 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:	3002102	**Award Amount:**	$35,000.00
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:**	$35,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT2		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

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

October 7, 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 - Homeland Security Grants Division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$35,000.00	Local Border Security Program (LBSP FY2017) Award No. 3002102

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/12/16
Date

THE COUNTY OF HIDALGO

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-56767 **Constables 7. B.**
CC - REGULAR
Meeting Date: 10/13/2016
Submitted For: Armando Campos, CONSTABLE PCT. #2
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: CONSTABLE PCT. #2

Information

CAPTION
Constable Pct. #2 - LBSP 2017:
1. Authorization to accept the Approval Notice in reference to L.B.S.P. FY2017 in the amount of $35,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues by County Auditor for the FY 2017 L.B.S.P. Grant.
5. Approval to appropriate the budget for Constable Office Precinct 2 L.B.S.P. 2017 Grant in the amount of $35,000.00.

BACKGROUND
On 3/22/16, Commissioner's Court approved the acceptance to apply for the FY2017 Local Border Security Program from the Office of the Governor's Homeland Security Grants Division (HSGD) through egrants.

Grant No: 3002102
Federal ID: 2017-BL-ST-0016
Grant Operation Term: 09/01/16 - 08/31/17

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-292-080-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Revenue account is 6-1284-334-10-292-080-7-XXX.

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 2 general fund account (6-1100-421-00-292-001-0-XXX)

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/05/2016 04:22 PM
Final Approval		
Form Started By: Monica Badillo		Started On: 10/05/2016 04:05 PM

Hector Sandoval

From: Chief A. Campos [armando.campos@co.hidalgo.tx.us]
Sent: Friday, October 07, 2016 12:57 PM
To: Hector Sandoval
Subject: Re: Certification of Revenues - LBSP FY17 Grant

Greetings Hector can you please create a certification of revenues for agenda item 56767 in the amount of 35,000.00, this pertains to the operation LBSP FY17 grant

----- Original Message -----
From: "Hector Sandoval" <Hector.Sandoval@auditor.co.hidalgo.tx.us>
To: "Chief A. Campos " <armando.campos@co.hidalgo.tx.us>
Sent: Friday, October 7, 2016 8:55:23 AM
Subject: Certification of Revenues - LBSP FY17 Grant

Good morning Chief Campos,

Please email me a request for the certification of revenues for the LBSP FY17 grant. It should be similar to the one from the 2015 OPSG. See email below.

Thank you,

Hector Sandoval
Grant Accountant II
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext. 4674
Fax (956) 318-2577
hector.sandoval@auditor.co.hidalgo.tx.us

-----Original Message-----
From: Chief A. Campos [mailto:armando.campos@co.hidalgo.tx.us]
Sent: Friday, September 09, 2016 10:58 AM
To: Hector Sandoval
Subject: Re: 2015 OPSG Appropriation and Agenda Item

Greetings Hector can you please create a certification of revenues for agenda item 56224 in the amount of 70,000.00, this pertains to the operation stone garden 15 grant.

--
Armando Campos CPM
Chief Deputy Constable
for Constable Martin "Marty" Cantu
Pct. 2 Constable's Office
Office (956)784-3510
Fax (956)784-8687
armando.campos@co.hidalgo.tx.us

"Ignorance of Power is the Worst substitute for True Leadership"

Confidentiality Statement

This email transmission and/or its attachments may contain confidential information or privileged and confidential attorney-client information, intended only for the use of the individual or entity named above.

The authorized recipient of this information is prohibited from disclosing it to any other party unless required to do so by law and is required to delete/destroy the information after its stated need has been fulfilled. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender immediately and delete this information from all files and drives in your possession, custody or control.

We appreciate your efforts to protect the confidential information of Hidalgo County Constable Pct. 2 and its customers.

----- Original Message -----
From: "Hector Sandoval" <Hector.Sandoval@auditor.co.hidalgo.tx.us>
To: "Chief A. Campos " <armando.campos@co.hidalgo.tx.us>
Cc: "Deborah Fischer" <Deborah.Fischer@auditor.co.hidalgo.tx.us>
Sent: Tuesday, September 6, 2016 11:45:55 AM
Subject: 2015 OPSG Appropriation and Agenda Item

Good morning Chief Campos,

Attached is the Const. Pct.2's 2015 OPSG budget appropriation. Please attach the file to the agenda item that you will be creating.

Also, the second attachment is a SAMPLE to guide you through what your agenda item needs to look like. Create your agenda item exactly as the attachment, just change the amount of the grant award, department name, grant number, and the acct. numbers.

The acct. numbers are as follows:

6-1284-421-00-292-047-8-XXX / Revenue acct. #6-1284-331-12-292-047-8-000

Furthermore, under the BUDGETARY IMPACT section please add the following:

The 2015 OPSG grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Comp fringe benefits. All other fringe benefits will be charged to the Constable Pct. 2's general fund account (6-1100-421-00-292-001-0-XXX)

Finally, attach the statement of award and the award letter.

Thank you,

Hector Sandoval

Grant Accountant II

Hidalgo County Auditor's Office

2808 S. Business HWY 281

Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4674

Fax (956) 318-2577

hector.sandoval@auditor.co.hidalgo.tx.us

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GOVERNOR GREG ABBOTT

Dear Grantee:

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

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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

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

Aimee Snoddy
Director
Homeland Security Grants Division

***** 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:	3002102	**Award Amount:**	$35,000.00
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:**	$35,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT2		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Martin Cantu

DEPARTMENT NAME: Constable Precinct No. 2

ACCOUNT NUMBER: 6-1284-421-00-292-080-7-XXX

Contact Person: Armando Campos Ph#: 956-784-3510

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
6-1284-421-00-292-080-7-131	CONST PCT2 LBSP-OVERTIME PAY	28,492.36
6-1284-421-00-292-080-7-220	CONST PCT2 LBSP-FICA	2,179.67
6-1284-421-00-292-080-7-230	CONST PCT2 LBSP-RETIREMENT	3,268.06
6-1284-421-00-292-080-7-250	CONST PCT2 LBSP-UNEMPLOYMENT COMP	170.95
6-1284-421-00-292-080-7-260	CONST PCT2 LBSP-WORKERS COMP	888.96
6-1284-334-10-292-080-7-000	CONST PCT2 LBSP-REVENUES	35,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**35,000.00**

REASON: To appropriate the budget for the LBSP FY17 Grant for Constable Pct.2. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 3002102; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.2 general fund budget (6-1100-421-00-292-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56771 **Constables** **7. C.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Dan Broyles, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - Local Border Security Program (1284):
1. Authorization to accept the Statement of Grant Award in reference to the Local Border Security Program FY17 in the amount of $95,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY17 Local Border Security Program Grant.
5. Approval to appropriate the budget for Hidalgo County Constable Precinct 3 Office portion of the FY17 Local Border Security Program in the amount of $95,000.00.

BACKGROUND

On 3/22/16, Commissioner's Court approved the acceptance to apply for the FY2017 Local Border Security Program from the Office of the Governor's Homeland Security Grants Division (HSGD) through egrants.

Grant No: 2998902
Federal ID: 2017-BL-ST-0016
Grant Operation Term: 09/01/16 - 08/31/17

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-293-080-7-XXX

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

BUDGETARY IMPACT:

Revenue account is 6-1284-331-12-293-080-7-XXX.

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 3

general fund account (6-1100-421-00-293-001-0-XXX)

Attachments

Letter from Governor's office.
SOGA
Budget App.
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 09:58 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Raquel Ramos		Started On: 10/06/2016 07:44 AM
Final Approval Date: 10/07/2016		

GOVERNOR GREG ABBOTT

Dear Grantee:

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

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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

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

Aimee Snoddy

Aimee Snoddy
Director
Homeland Security Grants Division

***** 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:	2998902	**Award Amount:**	$95,000.00
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:**	$95,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT3		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Lazaro Gallardo Jr.

DEPARTMENT NAME: Constable Precinct No. 3

ACCOUNT NUMBER: 6-1284-421-00-293-080-7-XXX

Contact Person: Rachel Ramos **Ph#:** 956-581-6800

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
6-1284-421-00-293-080-7-131	CONST PCT3 LBSP-OVERTIME PAY	77,336.38
6-1284-421-00-293-080-7-220	CONST PCT3 LBSP-FICA	5,916.23
6-1284-421-00-293-080-7-230	CONST PCT3 LBSP-RETIREMENT	8,870.48
6-1284-421-00-293-080-7-250	CONST PCT3 LBSP-UNEMPLOYMENT COMP	464.02
6-1284-421-00-293-080-7-260	CONST PCT3 LBSP-WORKERS COMP	2,412.89
6-1284-334-10-293-080-7-000	CONST PCT3 LBSP-REVENUES	95,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**95,000.00**

REASON: To appropriate the budget for the LBSP FY17 Grant for Constable Pct.3. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 2998902; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.3 general fund budget (6-1100-421-00-293-001-0-XXX)

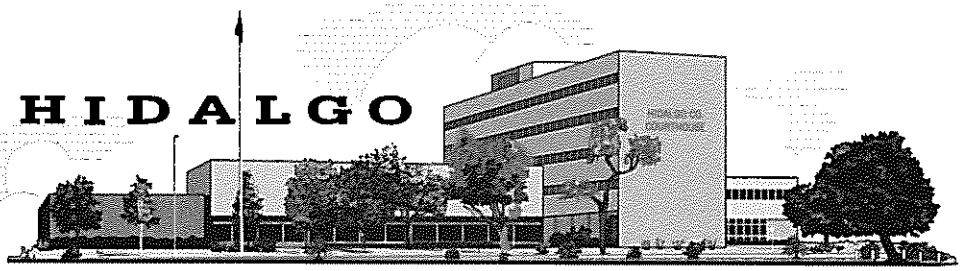
DEPARTMENT HEAD SIGNATURE

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

October 7, 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 - Homeland Security Grants Division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$95,000.00	Local Border Security Program (LBSP FY2017) Award No. 2998902

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/12/16
Date

THE COUNTY OF HIDALGO

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-56771 **Constables 7. C.**
CC - REGULAR
Meeting Date: 10/13/2016
Submitted For: Dan Broyles, CONSTABLE PCT. #3
Submitted By: Raquel Ramos, CONSTABLE PCT. #3
Department: CONSTABLE PCT. #3

Information

CAPTION
Constable Pct. 3 - Local Border Security Program (1284):
1. Authorization to accept the Statement of Grant Award in reference to the Local Border Security Program FY17 in the amount of $95,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY17 Local Border Security Program Grant.
5. Approval to appropriate the budget for Hidalgo County Constable Precinct 3 Office portion of the FY17 Local Border Security Program in the amount of $95,000.00.

BACKGROUND
On 3/22/16, Commissioner's Court approved the acceptance to apply for the FY2017 Local Border Security Program from the Office of the Governor's Homeland Security Grants Division (HSGD) through egrants.

Grant No: 2998902
Federal ID: 2017-BL-ST-0016
Grant Operation Term: 09/01/16 - 08/31/17

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-293-080-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Revenue account is 6-1284-331-12-293-080-7-XXX.

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 3 general fund account (6-1100-421-00-293-001-0-XXX)

Attachments

Letter from Governor's office.
SOGA

Budget App.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 09:58 AM
Final Approval		
Form Started By: Raquel Ramos		Started On: 10/06/2016 07:44 AM

Hector Sandoval

From: Raquel Ramos [raquel.ramos@co.hidalgo.tx.us]
Sent: Thursday, October 06, 2016 1:28 PM
To: Hector Sandoval
Subject: AI-56771

Good Morning Hector,

I am respectfully requesting a certification of revenues for the Hidalgo County Constable Pct. 3 Local Border Security Program Grant in the amount of $96,000.00. The grant number is 2998902 and the Federal ID number is 2017-BL-ST-0016. I have the placed the item onto Commissioner's Court under Agenda Item# 56771 for approval. Please let me know if anything else is needed on my part.

Raquel V. Ramos
Administrative Assistant V
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

GOVERNOR GREG ABBOTT

Dear Grantee:

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

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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

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

Aimee Snoddy
Director
Homeland Security Grants Division

***** 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:	2998902	**Award Amount:**	$95,000.00
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:**	$95,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT3		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Lazaro Gallardo Jr.

DEPARTMENT NAME: Constable Precinct No. 3

ACCOUNT NUMBER: 6-1284-421-00-293-080-7-XXX

Contact Person: Rachel Ramos Ph#: 956-581-6800

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
6-1284-421-00-293-080-7-131	CONST PCT3 LBSP-OVERTIME PAY	77,336.38
6-1284-421-00-293-080-7-220	CONST PCT3 LBSP-FICA	5,916.23
6-1284-421-00-293-080-7-230	CONST PCT3 LBSP-RETIREMENT	8,870.48
6-1284-421-00-293-080-7-250	CONST PCT3 LBSP-UNEMPLOYMENT COMP	464.02
6-1284-421-00-293-080-7-260	CONST PCT3 LBSP-WORKERS COMP	2,412.89
6-1284-334-10-293-080-7-000	CONST PCT3 LBSP-REVENUES	95,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**95,000.00**

REASON:

To appropriate the budget for the LBSP FY17 Grant for Constable Pct.3. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 2998902; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.3 general fund budget (6-1100-421-00-293-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-56818 **Constables** **7. D.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Dan Broyles, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - Homeland Security Grant Program Equipment for Border Operations - ATV - 1284

1. Authorization and approval to accept the Statement of Grant Award in reference to the Homeland Security Grant Program (HSGP) Equipment for Border Operations - ATV Grant Award No: 3113901 in the amount of $19,941.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY16 Homeland Security Grant Program Equipment for Border Operations - ATV.
4. Approval to appropriate the budget for Hidalgo County Constable Precinct 3 Office of the FY16 Homeland Security Grant Program Equipment for Border Operations - ATV in the amount of $19,941.00.

BACKGROUND

On 12/01/15, Commissioners Court approved the acceptance to apply for the FY16 Homeland Security Grant Program (HSGP) Equipment for Border Operations - ATV from the Office of the Governor.

Grant ID: 3113901
Federal ID: EMW-2016-SS-00056
Grant Operation Term: 09/01/16 - 02/28/2017

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-293-019-6-751

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

BUDGETARY IMPACT:

Revenue Acount: 6-1284-331-12-293-019-6-000

Attachments

SOGA

COR
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:32 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Raquel Ramos		Started On: 10/07/2016 09:12 AM
Final Approval Date: 10/07/2016		

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	3113901	**Award Amount:**	$19,941.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 02/28/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	05/29/2017	**Total Project Cost:**	$19,941.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Equipment for Border Operations - ATV		
Grant Manager:	Helen Martinez		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State Funds Appropriated:	$80,593,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

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

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

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

October 7, 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 U.S. Department of Homeland Security, Federal Emergency Management Agency pass thru the Texas Office of the Governor - Homeland Security Grants Division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$19,941.00	Equipment for Border Operations - ATV Award No. 3113901 Federal ID No. EMW-2016-SS-00056

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/12/16
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-56818 **Constables 7. D.**
CC - REGULAR
Meeting Date: 10/13/2016
Submitted For: Dan Broyles, CONSTABLE PCT. #3
Submitted By: Raquel Ramos, CONSTABLE PCT. #3
Department: CONSTABLE PCT. #3

Information

CAPTION
Constable Pct. 3 - Homeland Security Grant Program Equipment for Border Operations - ATV - 1284

1. Authorization and approval to accept the Statement of Grant Award in reference to the Homeland Security Grant Program (HSGP) Equipment for Border Operations - ATV Grant Award No: 3113901 in the amount of $19,941.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award form and related documents.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY16 Homeland Security Grant Program Equipment for Border Operations - ATV.
4. Approval to appropriate the budget for Hidalgo County Constable Precinct 3 Office of the FY16 Homeland Security Grant Program Equipment for Border Operations - ATV in the amount of $19,941.00.

BACKGROUND
On 12/01/15, Commissioners Court approved the acceptance to apply for the FY16 Homeland Security Grant Program (HSGP) Equipment for Border Operations - ATV from the Office of the Governor.

Grant ID: 3113901
Federal ID: EMW-2016-SS-00056
Grant Operation Term: 09/01/16 - 02/28/2017

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1284-421-00-293-019-6-751
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Revenue Acount: 6-1284-331-12-293-019-6-000

Attachments

SOGA
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:32 PM
Final Approval		
Form Started By: Raquel Ramos		Started On: 10/07/2016 09:12 AM

Hector Sandoval

From: Raquel Ramos [raquel.ramos@co.hidalgo.tx.us]
Sent: Friday, October 07, 2016 3:27 PM
To: Hector Sandoval
Subject: COR ATV

Good Afternoon Hector,

I am respectfully requesting a certification of revenues for the Hidalgo County Constable Pct. 3 Homeland Security Program Grant in the amount of $19,491.00. The grant number is 3113901 and the Federal ID number is EMW-2016-SS-2016. I have the placed the item onto Commissioner's Court under Agenda Item# 56818 for approval. Please let me know if anything else is needed on my part.

Raquel V. Ramos
Administrative Assistant V
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

GOVERNOR GREG ABBOTT

Dear Grantee:

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

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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

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

Aimee Snoddy
Director
Homeland Security Grants Division

***** 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:	3113901	**Award Amount:**	$19,941.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 02/28/2017	**Grantee In Kind Match:**	$0.00
Liquidation Date:	05/29/2017	**Total Project Cost:**	$19,941.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Hidalgo County		
Project Title:	Equipment for Border Operations - ATV		
Grant Manager:	Helen Martinez		
DUNS Number:	103110834		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State Funds Appropriated:	$80,593,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

DATE: October 7, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Lazaro Gallardo Jr.

DEPARTMENT NAME: Constable Precinct No. 3

ACCOUNT NUMBER: 6-1284-421-00-293-019-6-XXX

Contact Person: Rachel Ramos **Ph#:** 956-581-6800

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
6-1284-421-00-293-019-6-751	CONST. PCT 3 EBO-ATV - MACHINERY & EQUIPMENT	19,491.00
6-1284-331-12-293-019-6-000	CONST. PCT 3 EBO-ATV - MACHINERY & EQUIPMENT	19,491.00
	TOTAL BUDGET INCREASE (DECREASE)	**19,491.00**

REASON: To appropriate the budget for the Equipment for Border Operations - ATV for Constable Pct.3. The grant was awarded by the U.S Department of Homeland Security, Federal Emergency Management Agency pass through entity Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 3113901; Grant period is from 09/01/16 to 02/27/17

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: October 24, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Lazaro Gallardo Jr.

DEPARTMENT NAME: Constable Precinct No. 3

ACCOUNT NUMBER: 6-1284-421-00-293-019-6-XXX

Contact Person: Rachel Ramos **Ph#:** 956-581-6800

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
6-1284-421-00-293-019-6-751	CONST. PCT 3 EBO-ATV - MACHINERY & EQUIPMENT	19,941.00
6-1284-331-12-293-019-6-000	CONST. PCT 3 EBO-ATV - MACHINERY & EQUIPMENT	19,941.00
	TOTAL BUDGET INCREASE (DECREASE)	**19,941.00**

REASON: To appropriate the budget for the Equipment for Border Operations - ATV for Constable Pct.3. The grant was awarded by the U.S Department of Homeland Security, Federal Emergency Management Agency pass through entity Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 3113901; Grant period is from 09/01/16 to 02/27/17

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56832 **Constables** **7. E.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 - LBSP 2017:
1. Authorization to accept the Grant Award in reference to Local Border Security Program FY 2017 for the amount of $75,000.00 from the Texas Department of Public Safety; Texas Homeland Security State Administrative Agency for the period of September 1, 2016 to August 31, 2017.
2. Authorization and approval for County Judge, as authorized official, to electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2017 Grant.
5. Approval to appropriate the budget for the Hidalgo County Constable Precinct 4's portion of the Local Border Security Program FY 2017 Grant in the amount of $75,000.00.

BACKGROUND

On 9/13/2016, Commissioner's Court approved the acceptance of the ratification to apply for the FY 2017 Local Border Security Program Grant (AI#56328).

Grant No. 2998402
Federal ID: 2017-BL-ST-0016
Grant Period: 9/1/2016 to 8/31/2017

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-294-080-7-XXX

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

BUDGETARY IMPACT:

Revenue Account 6-1284-334-10-294-080-7-XXX

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Compensation fringe benefits.

All other fringe benefits will be reclassified to the Hidalgo County Constable Pct 4 General Fund account (6-1100-421-00-294-001-0-XXX).

Attachments

LET
SOGA
APP
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 02:23 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Nayla Munoz		Started On: 10/07/2016 01:53 PM
Final Approval Date: 10/07/2016		

GOVERNOR GREG ABBOTT

Dear Grantee:

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

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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

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

Aimee Snoddy
Director
Homeland Security Grants Division

***** 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:	2998402	**Award Amount:**	$75,000.00
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:**	$75,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT4		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

DATE: October 7, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct No. 4

ACCOUNT NUMBER: 6-1284-421-00-294-080-7-XXX

Contact Person: Horaldo Sanchez **Ph#:** 956-383-8560

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
6-1284-421-00-294-080-7-131	CONST PCT4 LBSP-OVERTIME PAY	61,084.28
6-1284-421-00-294-080-7-220	CONST PCT4 LBSP-FICA	4,672.95
6-1284-421-00-294-080-7-230	CONST PCT4 LBSP-RETIREMENT	7,006.36
6-1284-421-00-294-080-7-250	CONST PCT4 LBSP-UNEMPLOYMENT COMP	366.51
6-1284-421-00-294-080-7-260	CONST PCT4 LBSP-WORKERS COMP	1,869.90
6-1284-334-10-294-080-7-000	CONST PCT4 LBSP-REVENUES	75,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**75,000.00**

REASON:

To appropriate the budget for the LBSP FY17 Grant for Constable Pct.4. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 2998402; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.4 general fund budget (6-1100-421-00-294-001-0-XXX)

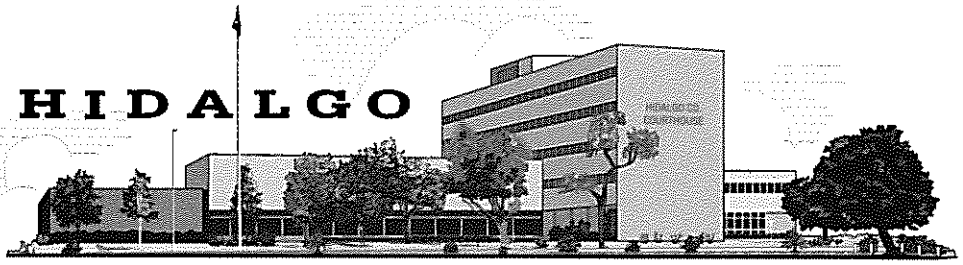
DEPARTMENT HEAD SIGNATURE

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

October 7, 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 - Homeland Security Grants Division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$75,000.00	Local Border Security Program (LBSP FY2017) Award No. 2998402

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/12/16
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-56832 **Constables 7. E.**
CC - REGULAR
Meeting Date: 10/13/2016
Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4
Submitted By: Nayla Munoz, CONSTABLE PCT. #4
Department: CONSTABLE PCT. #4

Information

CAPTION
Constable Pct. 4 - LBSP 2017:
1. Authorization to accept the Grant Award in reference to Local Border Security Program FY 2017 for the amount of $75,000.00 from the Texas Department of Public Safety; Texas Homeland Security State Administrative Agency for the period of September 1, 2016 to August 31, 2017.
2. Authorization and approval for County Judge, as authorized official, to electronically accept grant award form and related documents.
3. Authorization to pay overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program FY 2017 Grant.
5. Approval to appropriate the budget for the Hidalgo County Constable Precinct 4's portion of the Local Border Security Program FY 2017 Grant in the amount of $75,000.00.

BACKGROUND
On 9/13/2016, Commissioner's Court approved the acceptance of the ratification to apply for the FY 2017 Local Border Security Program Grant (AI#56328).

Grant No. 2998402
Federal ID: 2017-BL-ST-0016
Grant Period: 9/1/2016 to 8/31/2017

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-294-080-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Revenue Account 6-1284-334-10-294-080-7-XXX

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Workers Compensation fringe benefits.

All other fringe benefits will be reclassified to the Hidalgo County Constable Pct 4 General Fund account (6-1100-421-00-294-001-0-XXX).

Attachments

LET
SOGA

APP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 02:23 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Nayla Munoz		Started On: 10/07/2016 01:53 PM
Final Approval Date: 10/07/2016		

Hector Sandoval

From: Nayla Munoz [nayla.munoz@co.hidalgo.tx.us]
Sent: Friday, October 07, 2016 3:55 PM
To: Hector Sandoval
Subject: Certification of Revenues

Importance: High

Good Afternoon Hector,

Please allow this email to serve as my formal request requesting that a Certification of Revenues be created for the Local border Security Program; Revenue Acct No. 6-1284-331-12-294-080-7-000 in the amount of $75,000.00. Agenda Item No. 56832 was created to take before Commissioner's Court on October 25, 2016.

Please let me know if there is anything else needed on my behalf to complete the process in certifying these revenues.

Thank you for your assistance with this matter.

Nayla Muñoz
Administrative Assistant
Hidalgo County Constable Precinct 4
2814 S. Business Highway 281
Edinburg, Texas 78539
T. (956) 383-8560 Ext. 4313
F. (956) 383-8565

GOVERNOR GREG ABBOTT

Dear Grantee:

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

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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

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

Aimee Snoddy

Aimee Snoddy
Director
Homeland Security Grants Division

***** 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.

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Grant Number:	2998402	**Award Amount:**	$75,000.00
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:**	$75,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT4		
Grant Manager:	Debbie Jacaman		
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-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

DATE: October 7, 2016

2016
Appropriation

DEPARTMENT HEAD: Constable Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct No. 4

ACCOUNT NUMBER: 6-1284-421-00-294-080-7-XXX

Contact Person: Horaldo Sanchez **Ph#:** 956-383-8560

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
6-1284-421-00-294-080-7-131	CONST PCT4 LBSP-OVERTIME PAY	61,084.28
6-1284-421-00-294-080-7-220	CONST PCT4 LBSP-FICA	4,672.95
6-1284-421-00-294-080-7-230	CONST PCT4 LBSP-RETIREMENT	7,006.36
6-1284-421-00-294-080-7-250	CONST PCT4 LBSP-UNEMPLOYMENT COMP	366.51
6-1284-421-00-294-080-7-260	CONST PCT4 LBSP-WORKERS COMP	1,869.90
6-1284-334-10-294-080-7-000	CONST PCT4 LBSP-REVENUES	75,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**75,000.00**

REASON:

To appropriate the budget for the LBSP FY17 Grant for Constable Pct.4. The grant was awarded by the Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Grant Number: 2998402; Grant period is from 09/01/16 to08/31/17

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.4 general fund budget (6-1100-421-00-294-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-56735 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of resolution to retire Hidalgo County Sheriff's Office K-9 "Dick" from his service to Hidalgo County and, upon its retirement, for the ownership transfer of K-9 "Dick" to Senior Deputy Javier Solis.
2. Approval of affidavit and receipt agreement.
3. Approval to declare surplus and remove from County Inventory list County Asset #49600 (Belgian Malinois) for medically required reasons, after removal from Hidalgo County Sheriff's Office service.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

documents

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/03/2016 03:50 PM
Budget & Management	Veronica Ortiz	10/03/2016 04:01 PM
Linda Flores	Linda Flores	10/06/2016 09:05 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Emilia Uriegas		Started On: 10/03/2016 12:40 PM
Final Approval Date: 10/07/2016		

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J. E. "EDDIE" GUERRA

RESOLUTION

WHEREAS, The Hidalgo County Sheriff's Office K9 Deputy "DICK", an 11 year old Belgian Malinois Police Dog (Asset # 49600), was purchased from Global K9 Training Academy in 2009 by the Hidalgo County Sheriff's Office; and

WHEREAS, K9 "DICK" underwent extensive training to detect illicit narcotics, apprehend violent criminals, and track for escaped fugitives, for the purposes of serving law enforcement and was certified by the National Narcotic Detector Dog Association as a Narcotic Detector and Police Patrol Dog; and

WHEREAS, K9 "DICK" was assigned to the Narcotic Enforcement Unit at the Hidalgo County Sheriff's Office where he served assisting in narcotic investigations and criminal highway interdiction, and was responsible for the seizure of several thousand pounds of illicit narcotics including marijuana, cocaine, heroin, and methamphetamine and the seizure of U.S. currency exceeding one million dollars; and

WHEREAS, K9 "DICK" also served as a S.W.A.T. Police Dog Operator for the Hidalgo County Sheriff's Office S.W.A.T. team providing cover for the safety of deputies participating in several high risk operations and assisting in the apprehension of several dangerous felons; and

WHEREAS, K9 "DICK" participated in several public and school presentations where he served as a tool to raise awareness on the dangers of drug abuse and provided children a positive experience and interaction with law enforcement; and

WHEREAS, K9 "DICK" has devoted his entire adult life to serve and protect the deputies and citizens of Hidalgo County, Texas and who suffered a career ending injury during a training exercise and has reached an age where his body no longer allows him to perform his duties despite his tremendous ongoing spirit;

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court retires K9 "DICK" from his service to the citizens and county of Hidalgo, Texas and that he is allowed to live out the rest of his days in the loving comfort and security of his handler's home therein named Sr. Deputy Javier Solis Jr., who assumes all responsibility for K9 "DICK" and that K9 "DICK" be honored for his dedicated service and be allowed to remain as a recognized honorary retired member of the Hidalgo County Sheriff's Office K9 Unit.

Passed and Approved by Hidalgo County Commissioners' Court on ____ of _____, 2016

_____
Ramon Garcia
HIDALGO COUNTY JUDGE

_____
A.C. Cuellar Commissioner Pct. # 1

_____
Joe M. Flores Commissioner Pct. # 3

_____
Eduardo "Eddie" Cantu
Commissioner Pct. # 2

_____
Joseph Palacios
Commissioner Pct. # 4

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

AFFIDAVIT

{THE STATE OF TEXAS}
{COUNTY OF HIDALGO}

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN, AND FOR HIDALGO COUNTY, TEXAS, ON THIS DATE, PERSONALLY APPEARED **Javier Solis**, AFTER BY ME DULY SWORN, UPON OATH DEPOSES, AND SAYS:

MY NAME IS **Javier Solis** AND I LIVE AT **605 Mazatlan Palmview Hidalgo County, Texas**. I WAS BORN ON **01/28/80**, AND I AM **36** YEARS OLD. MY TELEPHONE NUMBER IS **956-222-9417**. I AM EMPLOYED BY THE **Hidalgo County Sheriff's Office** AND THE BUSINESS IS LOCATED AT **711 East El Cibolo Road in Edinburg, Texas.**

I wish to say that my name is Javier Solis. I wish to say that I am currently employed with the Hidalgo County Sheriff's Office and my current rank is of a Senior Deputy. I have been employed with the Hidalgo County Sheriff's Office for over 10 years and I am currently assigned to the Sheriff's Office K9 Unit as a K9 handler and K9 trainer. The K9 assigned to me is "Dick" a male Belgium Malinois, Asset # 49600.

Recently K9 "Dick" became injured during a training exercise and was taken to an emergency Veterinarian for emergency treatment. The Veterinarian concluded that the K9 had a Cruciate Ligament tear on his right knee which would require surgery and constant expensive medical treatment. I was later informed that the Sheriff's Office would be retiring the K9 because of its medical disorder and continuous expenses for said treatment.

Being that K9 "Dick" has been my partner for over seven years I would be interested in taking full responsibility for K9 "Dick" upon him being retired. I am willing to release any and all liabilities from the Sheriff's Office. I will provide food, shelter and all medical needs for the retired canine. I have been made aware of the retired canine's medical problems. I already have a kennel set up for the canine. I will also cooperate with the Hidalgo County Sheriff's Office at any time to go by my residence and check on the condition of the retired canine. I would appreciate it if I am considered in providing the remaining life of retirement for K9 "Dick" to be cared for and appreciated by my loving family. I sincerely thank you.

THE ABOVE STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND RECOLLECTION AND I GIVE IT OF MY OWN FREE WILL.

AFFIANT _____ #3672
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 15th DAY OF July
2016 NOTARY PUBLIC FOR HIDALGO COUNTY TEXAS

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J. E. "EDDIE" GUERRA

RECEIPT AGREEMENT
UNSUCCESSFUL OR UNACCEPTABLE HIDALGO COUNTY SHERIFF'S OFFICE K9 DOG

In consideration of the Hidalgo County Sheriff's office, retirement of "K9-DICK", Asset #49600, and subsequent transfer of ownership to Javier Solis named donee, receipt is acknowledged, and which I know to be a dog which was found to be unsuitable for future police work and retired due to a medical injury which consist of a Cruciate Ligament tear in left knee. I hereby agree and warrant as follows:

1. Upon signing of this form by me and by The Hidalgo County Sheriff's Office's authorized representative, The County of Hidalgo relinquishes all right, title and interest in said dog, and all responsibility for its condition and actions, and accepts and assumes full ownership of said dog and complete responsibility for its condition and actions.

2. Therefore, I will indemnify and hold harmless the County of Hidalgo and The Hidalgo County Sheriff's Office and its agents and employees against and form any and all claims which I, my heirs, executors, or assigns may now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog.

3. I further state that I have not exchanged money or anything else of value except my agreement made herein for the said dog.

4. Further, I accept this dog fully aware that the County of Hidalgo and the Hidalgo County Sheriff's Office makes no warranty or guarantee of its condition of health or temperament, or its future behavior. I am also aware that this dog has had aggression training.

5. Considering the above, I understand that the County of Hidalgo assumes no liability for damages to the property of the donee, Javier Solis, or for personal injuries, disabilities or death of the donee or the donee's employees or to any other person arising from or incident to the donation of this animal or its use or disposition. The donee shall hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

Witness & Authorized

Hidalgo County Sheriff _____

Hidalgo County Sheriff
J.E. "Eddie" Guerra

Donee _____ #3672

Donee: Javier Solis
Hidalgo County Sheriff's Deputy

Donee Address: 605 Mazatlan
City, State Zip: Palmview, TX. 78572
Date: _____

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

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

6-16-16

To whom it may concern:

Canine officer Dick was seen at our hospital on April 11, 2016 for non-weight baring lameness in the left rear leg. He was sedated and it was determined that he had a partial tear of his cruciate ligament in the left knee. The injury was obtained during an exercise on April 10, 2016. Dick was placed on pain meds and rest. His handler officer Solis has reported that Dick is still limping. He needs evaluation by an orthopedist for possible surgical repair of the cruciate ligament. Dick would be unlikely to perform at his necessary work level even with the surgery.

Justin Cerelli D.V.M.

AI-56782 **Executive Office** **9. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Lexington Insurance Company in the amount of $51,056.92 to settle storm damages to County property during the Weather Event of May 31, 2016.

BACKGROUND

DOL: 05/31/16

Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Lexington Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 10:35 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 10/06/2016 10:25 AM
Final Approval Date: 10/07/2016		

P4000028001

American International Group, Inc.
PO Box 25565
Shawnee Mission, KS 66225

201610040202

Electronic Service Requested

1 OF 1

ENV 95

95 0.0118

Attn Lauro Torres
9805 N 10TH ST
COUNTY OF HILDAGO EXEC. OFFICE
MCALLEN, TX 78504-9529

Check No.: 10707954
RFP No.: 243597
Check Date: 10/04/2016
Check Amount: 51,056.92
Insured: HIDALGO COUNTY

Claimant: HIDALGO COUNTY

Claim Office: 501
Insuring Company: LEXINGTON INSURANCE COMPANY

Payee Name: HIDALGO COUNTY

Reference No. 00330616

Policy No.	Claim No.	Symbol	Date of Loss	Type	Status	Amount
000011144083	5658281569US	001	05/31/2016	IND	O	51,056.92
					Total Amount	51,056.92

Reason for Payment
Partial pmt for wind damages

Use File # 5658281569US on all correspondence for prompt processing.
For check information call: 617-330-8570

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER

LEXINGTON INSURANCE COMPANY

50-937/213

Claim No: 5658281569US Policy No.: 000011144083
Reason for Payment Partial pmt for wind damages

***********Fifty One Thousand Fifty Six & 92/100 Dollars*****

CHECK No.	**10707954**
RFP No.	**00243597**
DATE	**10/04/2016**

AMOUNT PAID
**********$51,056.92**

Void after 90 Days

PAY TO THE ORDER OF HIDALGO COUNTY

JPMORGAN CHASE BANK, N.A.
SYRACUSE, NY 13206

AUTHORIZED SIGNATURE

ABF004 2043235

DO NOT CASH IF WATERMARK IS NOT PRESENT ON THE REVERSE SIDE OF THIS DOCUMENT - HOLD AT AN ANGLE TO VIEW

⑈10707954⑈ ⑆021309379⑆ 7864205621⑈

SWORN STATEMENT IN PROOF OF LOSS

$ 5,000,000 p/o $10,000,000
AMOUNT OF COVERAGE AT TIME OF LOSS

11144083
POLICY NUMBERS

12/31/2015
COVERAGE EFFECTIVE DATE

5658281569US
CLAIM NUMBER

12/31/2016
COVERAGE EXPIRATION DATE

To Lexington Insurance Company
At time of loss, by above indicated policy of insurance, you insured the interest of Hidalgo County against loss by All Risks Unless Excluded to the property described according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A windstorm loss occurred about the hour of o'clock p m. on the 31st day of May, 2016. The cause and origin of the said loss were: windstorm
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Various Locations
3. **Title and Interest:** At the time of the loss, the interest of your Insured in the property described therein was owner. No other person or persons had any interest therein or encumbrance thereon, except: None noted or disclosed
4. **Changes:** Since the said contract was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: None noted or disclosed
5. **Total Insurance:** The total amount of coverage upon the property described by this contract was, at the time of the loss, $ 5,000,000 p/o $10,000,000 as more particularly specified in the apportionment attached, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **The Actual Cash Value** of said property at the time of the loss was . . . . . $ NA
7. **The Whole Loss and Damage** was . . . . . $181,036.28 p/o 362,072.76
8. **Less Amount of Remaining Recoverable Depreciation** . . . . . **$4,979.46 p/o 9,958.92**
9. **The ACV Amount Claimed was** . . . . . **$176,056.92 p/o 352,113.84**
10. **Less Deductible & Prior Payments** . . . . . **$125,000 p/o 250,000**
11. **The Amount Claimed under the above numbered policy is** . . . . . **$51,056.92 p/o 102,113.84**
12. **Supplement Claim to be filed in accordance with the terms and conditions of the policy is** . . . **$4,979.46 p/o 9,958.92**

The said loss did not originate by any act, design or procurement on the part of the Insured, or this affiant; nothing has been done by or with the privity or consent of the Insured or this affiant, to violate the conditions of the contract, or render it void; no articles are mentioned herein or in annexed schedule but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above Company is not a waiver of any of its rights.

State of Texas

County of Hidalgo

Authorized Representative of Hidalgo County

Subscribed and sworn to before me this 30th day of September, 2016.

MONICA BADILLO NOTARY PUBLIC STATE OF TEXAS EXPIRES 04/21/2019

Notary Public

A-PROOF OF LOSS

AI-56666 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from American Zurich Insurance Company in the amount of $908.20 to settle auto accident claim with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 06/01/16

Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

American Zurich Ins. Co. Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/04/2016 04:03 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 09/29/2016 08:50 AM
Final Approval Date: 10/07/2016		

PO BOX 968072
SCHAUMBURG IL 60196 8072
214 866-1500

American Zurich Ins. Co.

Please Note:
We have a new mailing address for our claim office. Please use the above address for any future correspondence.

1010028700287

COUNTY OF HIDALGO EXECUTIVE OFFICE
9805 N 10TH ST
MCALLEN, TX 78504

00287

PLEASE INCLUDE CLAIM NUMBER ON ALL FUTURE CORRESPONDENCE

Claim Number	Policy Number	Invoice Number	Tax ID	Date of Loss	Payment Service Dates
972-0128601 001 52	CPO5965556			06/01/16	

Check Number	1100969988	Date Issued	09/22/16	Amount	$***908.20
Insured	Elman Investors, INC				
Claimant	Hidalgo Cnty Sheriff				
Nature of Payment	Full and final settlement of 2011 Chevrolet Suburban Vin2950				
Issued To	Hidalgo County Sheriff				
Requested By	Akila CG-Arunganapathy				
File Supervisor	Joe Smith	Phone Number	214 866-1500		

Payment Description	AMOUNT PAID	Payment Description	AMOUNT PAID
PREMISES - PD	908.20		
TOTAL	$908.20		

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ZURICH

ZURICH AMERICAN INSURANCE COMPANY
ON BEHALF OF American Zurich Ins. Co.

PO BOX 66946
CHICAGO IL 60666 0946

56-1544/441

Claim Number	Date Issued	CHECK NO.
972-0128601 001 52	09/22/16 VOID AFTER 03/21/17	1100969988

Amount : *NINE HUNDRED EIGHT AND 20/100 ----------DOLLARS*

PAY TO THE Hidalgo County Sheriff
ORDER OF

$***908.20

JPMORGAN CHASE BANK, N.A.
COLUMBUS OH

** THE BACKGROUND IS COLORED **

⑈1100969988⑈ ⑆044115443⑆ 528291201⑈

RO No: 330
Written By: eloy trevino

Date: 08/25/2016 9:27 AM

ER Paint Shop

619

Quality Body & Paint Repairs
2420 w monte cristo rd
edinburg tx 78541
956-386-0008 956-289-1939

Email: eloytrevino@att.net

Tax Id No: 05-0548446

INVOICE

, SHERIFF DEPT

OWNER
sheriff dept

Phone:
: -383-8114

LOSS DATA
Vehicle Condition:
Type of Loss:
Point of Impact:
Days To Repair:

INSURANCE
Insured:
Ins. Co:
Adjuster:
Phone: - -
Claim No :
Policy:
Date of Loss: / /

VEHICLE

Year: 2011
Make: CHEVROLET
Model: suberban
Color: Clear Coat

VIN: 619 BR382950
Prod Date: /
Lic Plate:
State:

Odometer: 0

L#	OPERATION	Q	DESCRIPTION	TYPE	PRICE	LABOR	PAINT
			RTGHT REAR DOOR				
1	Repair		Rt Door Shell			4.0	2.5*
			RIGHT QUARTER				
2	Repair		Rt Quarter			6.0	3.0*
3			Clear Coat				1.7
				Line Totals -->	**0.00**	**10.0**	**7.2**

Continued on the Next Page...

08/31/2016 15:05 9563936189 MOTOR POOL PAGE 02/03

Estimate No: 330
Our File No:

Date: 08/25/2016 9:27 AM

sheriff dept
2011 CHEV suberban Lic:

INVOICE

REPORT TOTALS					Amount
LABOR:					
Body	10.0	Hrs @ $	40.00 Per Hour	=	400.00
Refinish	7.2	Hrs @ $	40.00 Per Hour	=	288.00
Frame/Structural	0.0	Hrs @ $	65.00 Per Hour	=	0.00
Mechanical	0.0	Hrs @ $	75.00 Per Hour	=	0.00
PARTS & MATERIAL:					
Parts				=	0.00
Paint Material	7.2	Hrs @ $	30.00 Per Hour	=	216.00
Body Material	10.0	Hrs @ $	0.00 Per Hour	=	0.00
OTHER CHARGES:					
Towing & Storage				=	0.00
Hazardous Waste Removal				=	4.50
Sublet/Misc				=	0.00
SUBTOTAL					**908.50**
Sales Tax on	**0.00**			=	**0.00**
TOTAL				$	**908.50**

- NOTICE -

The repair work listed on this invoice is guaranteed for 12 months or 12,000 miles from the date of repair, whichever comes first so long as the viecle under present ownership 0 1
thiswarranty only applies to failure or defects in parts, material and l0 not cover rust coming through the metal, scratches, chips 0
or any rust repair whatsoever. Nor does it cover accidents, misuse or ab0se or damage caused by environment, airborne fallout, etc. All warranty 0
repairs must be performed by this shop unless authorized by us. o 0
This warranty applies to all new Replacement parts, workmanship and material. For non-new parts, then only the warranty of the parts supplier will apply. Paint work is warranted against peeling, blistering and excessive loss of pigmentation.

This warranty specifically excludes incidental costs such as towing fees, rental car and travel charges or repairs performed by another shop.

(c) 2014 ABF SYSTEMS, INC.

ABF Estimating Solutions from www.abfsystems.com

08/31/2016 15:05 9563936189 MOTOR POOL PAGE 03/03

AI-56773 **Community Service Agency** **11. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Jaime Longoria, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

2017 CSBG CAP Plan and Budget
1. Public hearing regarding the proposed 2017 CSBG Community Action Plan and Budget
2. Discussion, consideration and possible action regarding adoption of the 2017 CSBG Community Action Plan and Budget

BACKGROUND

1. Public hearing regarding Proposed 2017 CSBG Community Action Plan and Budget.

2. Discussion, consideration and possible action regarding adoption of the 2017 CSBG Community Action Plan and Budget

---

Fiscal Impact

Attachments

PLAN

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 09:15 AM
Glinda Pacheco	Glinda Pacheco	10/06/2016 09:47 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Jaime Longoria Started On: 10/06/2016 08:59 AM

Final Approval Date: 10/07/2016

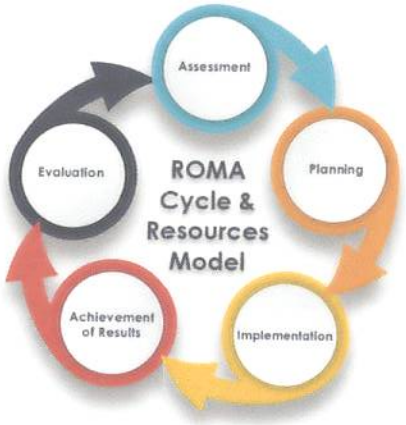
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

COMMUNITY SERVICES BLOCK GRANT PROGRAM

2017 COMMUNITY ACTION PLAN (CAP) REQUIREMENTS

IN CORRELATION WITH THE

RESULTS ORIENTED MANAGEMENT AND ACOUNTABILITY (ROMA) CYCLE



Rev. 08-19-2016

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2017 COMMUNITY ACTION PLAN REQUIREMENTS

Submission Instructions:
Complete the submission forms below, and submit the 2017 CAP Plan through the following link at https://tdhca.wufoo.com/forms/ca-document-submission-form/

Due Date:
The completed 2017 CAP Plan is due to the Department by **October 1, 2016.**

The CAP plan sets the course for the CSBG Subrecipients' activities for the coming year. Therefore, sufficient time must be allotted to its preparation, and key agency staff must be included in the preparation. The Board's committee that is responsible for program issues must be consulted in the process and must provide input and direction in the development process. The Board must grant final approval.

Questions:
For questions, contact Rita D. Gonzales-Garza, CSBG Program Administrator at rita.garza@tdhca.state.tx.us, or at 512-475-3905.

Additional Information:
In an effort to guide Subrecipients through the full implementation of the ROMA cycle, the CAP Plan application sections indicate the corresponding section of the ROMA cycle that they support.



Who is Involved

Collecting and Analyzing: Governance, Leadership, Reporting Coordinator
Input: Frontline Staff, Primary and Secondary Customers/Partners, General Public, Elected Officials

Tools and Resources Available

Community Needs Assessment Guide
Sample Customer Satisfaction Survey (Case Management Video Series: Follow Up & Case Closure)
Community Needs Assessment webinar (Organizational Standards Resources, Category 3)
Community Needs Assessment Online Tool
Public Hearings, Focus Groups, Satisfaction Surveys
Other Assessments:
Risk Assessment Tool
www.communitycommons.org

Strategic Questioning

Who are my primary and supporting customers?
Has anything changed within your service area(s) that affect the needs from the previous year? (ex-fracking comes into service area: employment rises, housing becomes an issue)
From SWOT analysis what do you need to strengthen or abandon?
What resources need to be added?
What staffing adjustments? etc
Have I identified areas for scheduled services and expenditures?
How will data be compiled, stored, and safe-guarded?
Have I thoroughly assessed our community? (needs, resources, opportunities)

Verification of Thorough Assessment

EXAMPLES:
How do you collect information? (MEASUREMENT TOOL)
Guidance on Reporting Persons Served
Who compiles the information? (REPORTER)
How often do you report this information? (FREQUENCY- daily, weekly, client surveys, or outcomes from referrals). Examples:

- Quantitative Data
- Poverty Population/County/or zip code
- For Case Management:
  - Education Levels
  - Median Income
  - Healthcare Providers
- For Housing:
  - Median age (SHPO triggers)
  - Areas without plumbing
- Use graphs, charts for understanding service areas



Who is Involved

Governance, Leadership, Frontline Staff

Tools and Resources Available

Plan to TOP (CAP Plan- Attachment)
Organizational bylaws
Board policies and procedures
Personnel policies and procedures
CSBG Best Practices
Agency Budget/Audit
SWOT Analysis

Strategic Questioning

Are the processes being considered relevant and effective for meeting the agency's mission? Has the assessment data been accurately and thoroughly used to plan strategically?
Are people, processes, and finances appropriately accounted for in the planning? (include: partners and outside resources)
What are we trying to achieve?
What is our plan to achieve results?
What are the strengths, weaknesses, opportunities, and threats?
Are the results of the planning feasible based on staff and expectations?

Verification of Thorough Planning

Reviews monthly- staff, services, and expenditures (production cycles)
Addresses the identified needs
Has the resources and staff to achieve results
Planned → Achieved match
EXAMPLES:

- Using data to determine needs, resources, and gaps
- Staff talent analysis
  - Are staff members appropriately assigned?
  - Is staff adequately trained?
  - Are you over or under staffed to achieve your goals?
- Budget
  - Do you have a cost allocation plan?
    Sample Cost Allocation Plan (PDF) (DOC) – 10.21.15
  - Do you need to procure?
    http://www.tdhca.state.tx.us/community-affairs/procurement/index.htm
- Use Poverty Population/ /county data for case manager locations and case loads. Use Community Commons data to determine areas where there may be more vulnerable households.
- Use education levels and median income to help determine employment strategies (GED programs; skills/certification courses, or college)



Who is Involved

Oversight: Governance, Leadership/Management
Task Driven: Management, Frontline Staff, Partners

Documents Required

Community Needs Assessment (review)
Training documentation

Tools and Resources Available

Dashboards for Board-Monthly Expenditure and Performance Reports
Service Delivery System form (CAP Plan Attachment C)
Online Question or Request for Training Tool
CSBG website
ROMA lifecycle check sheet
Community Needs Assessment
The 5 Most Important Questions

Strategic Questioning

Have I followed through with the assessment based plan?
Am I monitoring spending in order to meet fiscal and reporting deadlines?
Do my activities comply with TAC, funding guidelines, CSBG Act, and funding resources?
Are we engaged in mission-based service and spending? Are clients satisfied?
Are we engaged in mission-based staff support? Are the staff overwhelmed?
Are we achieving targets and outcomes planned?

Do you need to request training?
https://tdhca.wufoo.com/forms/request-for-ca-program-assistance/
Are you a new manager or Executive Director?
https://tdhca.wufoo.com/forms/executive-director-or-program-coordinator-training/

Verification of Thorough Implementation

EXAMPLES:
Intake

- Unified Application: CSBG does all client initial intakes and then refers to other programs.
  - Obtain demographics
  - Track outcomes
- Income Calculator (XLS)
- Program Client file checklists

Case Managers and Provision of Services:

- Copy of Referral Organization list from CAP, Child Support Offices and Workforce Offices contacts/locations for each case manager

What data will you collect and how will you collect the data?

- Use Performance statement to populate MPR targets and populate CSBG Performance Dashboard.
- Assure reported NPIs address top 5 needs identified in CAP Plan. (ex: if employment is a need, are you reporting in 1.1's and 1.2A-C?)
- Verify enrolled and achieved for each NPI makes sense.
  - Case managers report off the Service Delivery Plan form used for goals with clients

For Managers: CSBG Timeline (PDF)



Who is Involved

Preparers: Frontline Staff (data in), Management (collection/analysis), Leadership (board dashboards)
Recipients of Reports: Leadership, Governance, Partners, Community

Documents Required

Monthly performance reports and expenditure reports
Programmatic and fiscal reports due to board
Employee evaluations

Tools and Resources Available

Reporting Systems:

- CAA software
- THDCA Data Collection & Reporting Guidance Reporting Webinar

National Performance Indicators (NPIs)
Community Action Plan (compare actual to plan)
Strategic Plan (compare actual to plan)
Online Question or Request for Training Tool

Strategic Questioning

Are the processes being considered relevant and effective for meeting the agency's mission?
Has the assessment data been accurately and thoroughly used to plan strategically?
Are people, processes and finances in line with the mission?
Are we capturing the outcomes for services provided directly/indirectly?
Is our data collection software adequate?
What are our results, and how are they defined?
To what extent have we achieved our results?

Verification of thorough Achievement of results

EXAMPLES:
Quarterly- Check benchmarks are in alignment with performance targets and budgeted expenditures.

- Monthly reporting of performance and expenditures
- Monthly/Quarterly review: Use dashboards/Performance Tools. Use adaptation sof the tools for Board Reports
  - Production Tools
    - Utility Assistance
    - Weatherization
  - CSBG Performance Dashboard
- Compare actuals to Performance Statement: Are you on target for what you planned?
- Will you fully expend for the year?
- What client services can you deliver that will meet the needs and performance planned?



Who is Involved

Leadership/Management, Governance

Documents Required

Organizational Standards for CEEs
Performance appraisal
Completed audit
Agency-wide budget

Tools and Resources Available

TDHCA Expectations for Boards
Agency Strategic Plan
CAP Plan Requirements: CSBG Eligible Entities Webpage

- Evaluation of Case Management Services and TOP Program: CAP Plan Attachments H
- Performance Statement: CAP Plan Attachment F
- Strategic Plan Summary: Form 13

Outcomes and program adjustments
National (IS) Survey
Organizational Standards Resources and Calendar
Organizational Standards Self-Assessment
Fiscal and Performance Dashboards

Strategic Questioning

Did we follow our Plan?
Did our agency meet the Organizational Standards?
Does the data show consistency?
Have I met the service, reporting and fiscal benchmarks appropriately?
What changes are needed?
What have we learned?
What do we recommend?
What do we need to do differently?

Verification of thorough Assessment

EXAMPLES:
Monthly/Quarterly

- Performance and fiscal reports

Annually- Analysis of performance:

- staff, volunteers, resources, training
- pre/post assessment
- planned vs. implemented
- areas/services to strengthen or abandon

Every 3 years- Community needs assessment:

- Qualitative and Quantitative Data
- Funding sources expectations
- Delegation of assessment components

ATTACHMENT A: NEEDS ASSESSMENT ADDRESSING TOP FIVE NEEDS
2017 Community Action Plan

Subrecipient:

(1)	(2)	(3)	(4)	(5)	(6)	(7)
#	**Top Five Needs**	**Need Addressed by Subrecipient through a Direct Service (excluding referrals)? Yes or No**	**Description of Direct Service (excluding referrals) Provided by Subrecipient**	**Need Addressed By Referral to Coordinating Partner Organizations? Yes or No**	**Name of Coordinating Partner Organizations** (itemize each partner 1, 2, 3, etc.)	**Description of Service Provided by Coordinating Partner Organizations** (include the applicable item # referenced in column (7))
1	Coordination of efforts among social service agencies	Yes	HCCSA will host or attend quarterly meetings of various social service agency with the overall goal of increasing coordination of service offerings	Yes	1 .Equal Voice Network 2. Baylor University 3. Tropical Texas Center for MHMR/ Veterans Outreach 4. Financial Literacy coalition	1. Coordination meetings held monthly 2. Community Partnership Program Coordiantion meetings 3. Monthly meetings of coaltion members 4. Coordination of service offerings
2	Emergency services (food/housing/utility /medical appliance) assistance	Yes	HCCSA will offer services to residents in crisis situations. This will include but is not limited to utility assistance, food, shelter, and or personal essentials.	Yes	1. American Red Cross 2. Hidalgo County Emergency Services 3. Catholic Charities 4. United Way 5. Salvation Army 6. Mujeres Unidas 7. Valley Aids Council	1. Disaster relief services 2. Referrals to HCCSA of families in need of services 3. Disaster relief services 4. Directory and coordination of social service agencies 5. Disaster relief services 6. Referrals of families in need of services 7. Referrals of families in need of services
3	Improved service offerings for veterans and single mother head of households	Yes	HCCSA will continue to target veteran populations via Bravo Zulu funding. In addition, the agency will identify female head of households and provide services to that population as well	Yes	1. Texas Veterans Commission 2. Veterans Administration 3. Tropical Texas MHMR 4. WIC Program Hidalgo County 5. Mujeres Unidas	1. Funding source for Veterans Grant 2. Referrals of families in need of services 3. Coordination of coalition member services 4. Referrals of families in need of services

						5. Referrals of families in need of services
4	Assistance to low income populations (Financial literacy/Fraud prevention)	Yes	HCCSA will continue to provide financial literacy classes at the main location. Special fraud prevention classes will target the elderly CEAP clients	Yes	1. Goodwill Industries 2. Texas Agri Life Program 3. Texas Attorney General 4. International Bank of Commerce	1. Financial literacy classes 2. Financial literacy classes 3. Fraud prevention resources 4. Financial literacy classes
5	Education/Literacy Program	No	Clients will be referred to various partner agencies for this type of services	Yes	1. South Texas Literacy Coalition 2. HCCSA- RSVP – English Classes 3. UT- RGV	1. Coordination of services amongst members 2. English for non-native speakers 3 Support services

Background: Every 3 years, Subrecipients must conduct a Community Needs Assessment. CSBG eligible entities are expected to utilize CSBG funds to address the needs identified by the community. The needs can be addressed either directly by the Subrecipient or through coordination and referrals with partner organizations.
Guidance: The questions in the form distinguish between the need being met by the provision of a direct service by the Subrecipient or through a referral to a coordinating partner organization. If the need is addressed by a referral to another organization (referred to as "coordinating partner organization"), then complete columns (5)-(7). If the need is met by both a direct service from the Subrecipient and by a service provided by the coordinating partner organization, complete all columns.
Instructions: Limit responses to the counties in the CSBG service area. (2) List the top five needs for the service area based on results from the current Community Needs Assessment. (3) Indicate, with a yes or no, if the need will be addressed directly by the Subrecipient through the provision of a direct service (excluding referral). (4) Briefly describe the direct service that will be provided by Subrecipient to address the need. (5) Indicate with a Yes or No, whether the need is met by providing a referral to a coordinating partner. (6) Identify the names of the coordinating partner organization including, but not limited to, a city, county, educational institution, church, non-profit, or for profit organization. (7) Briefly describe the service that the coordinating partner organization(s) will provide to address the need.

ATTACHMENT B: PROVISION OF NUTRITIOUS FOODS AND INITIATIVES
2017 Community Action Plan



Subrecipient:

Provision of Nutritious Foods: Describe how the Subrecipient will provide, *on an emergency basis*, such supplies and services, nutritious foods, and related services, as may be necessary to counteract the conditions of starvation and malnutrition among low-income individuals.

HCCSA will stock essential items to be distributed on an emergency basis to person's determined to be in need of those items. The staple items may include rice, beans, canned food, juice etc. They will be secured via an agreement with the Rio Grande Valley Food Bank. In addition, HCCSA will maintain a predetermined amount of "emergency shopping cards" to be distributed to clients also determined to be in need of food items. Referrals to appropriate agencies will be made as well to ensure long term stability for the clients supply of nutritious food. Finally, HCCSA will work to identify and refer residents to one of the over 450 "summer feeding sites" located in and around Hidalgo County.

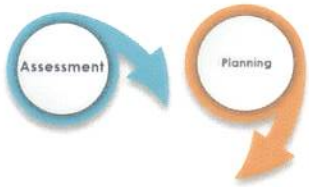
Reference: CSBG Act, Sec. 676(b)(4). The assistance only needs to be provided on an emergency basis, until the need is met. If a referral source can meet the need, that is acceptable; otherwise, CSBG funds must be used to meet the need.

Initiatives: Describe the use of CSBG funds to "*support* innovative community and neighborhood-based initiatives related to the purposes of CSBG, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting.

HCCSA will continue to earmark funds toward transitioning families out of poverty while at the same time encouraging members to attend financial literacy and effective parenting classes. In addition, funding will be used to encourage the elderly to participate in fraud prevention and elder abuse sessions.

Guidance: Support means that either CSBG funds can directly fund such an initiative or support an organization that provides such. If CSBG funds do not currently support initiatives to strengthen families or encourage effective parenting, describe efforts that will be undertaken in the upcoming program year to either provide or support such efforts.
Reference: CSBG Act, Sec. 676 (b)(3)(D) requires CSBG funds be used for this purpose and that such efforts be described.

ATTACHMENT C:
GAPS IN SERVICES & STRATEGY TO ADDRESS GAPS IN SERVICES
2017 Community Action Plan



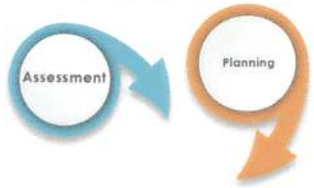
Subrecipient:

(1)	(2)	(3)	(4)
County	**Describe Gaps in Services**	**Describe how the Subrecipient will address the gaps in services**	**Identify the Coordinating Partner Organization(s) and how they will help address the gaps in services.**
Hidalgo	Rental Assistance	HCCSA will work with local non-profits and the faith based community to fill this gap.	Catholic Social Charities will identify local parishes assisting with rental payments.
	Prescription Assistance	HCCSA will develop partnerships with local pharmacies and possibly pharmaceutical companies to provide discount programs for county residents.	Independent Pharmacies Association will help identify programs within the community that can assist. HOPE clinic will assist in providing assistance to those families in need. America's Drug Card will provide discounts on prescriptions to families without healthcare insurance.
	Indoor Plumbing Assistance	HCCSA will develop partnerships to address this need.	Partnerships will be developed through BECC, NADBANK and Texas Water Development Board to identify and address those homes within Hidalgo County that have no indoor plumbing.

Reference: CSBG Act, Sec. 676(b)(3)(B-(C) requires that eligible entities provide information on how linkages will be developed to fill identified gaps in the services through the provision of information, referrals, and follow-up consultation. CSBG Act, Sec. 676(b)(5)(6)(9) requires that CSBG eligible entities develop linkages with governmental and other social service programs to assure the effective delivery of services and requires that eligible entities establish linkages with other organizations to fill identifies gaps in services through the provision of information, referrals, case management, and follow-up consultations.

Guidance: Gaps in Services are needs for services or assistance that have not been met or are not being sufficiently addressed in the community either by the Subrecipient or other service providers, due to lack of staff, funding, or resources. One of the key purposes of the CSBG grant is to establish linkages with other organizations to fill identified gaps in services. Subrecipients are to work with partner organizations to address gaps in services. For example, a gap in service may be insufficient ESL classes in the community. A strategy could be for the Subrecipient to meet with community organizations and develop strategy to provide additional ESL classes. The partner will provide the space and the Subrecipient will provide volunteers to conduct classes.

Instructions: Limit responses to the counties in the CSBG service area. (1) Identify the county (ies) where gaps in services have been identified. (2) Describe the the gaps in services. (3) Describe how the Subrecipient will address the gap in service either through the provision of a direct service, referrals, or the development of a strategy to develop a plan to address the gap. (4) Identify the coordinating partner and how they will help address the gaps in services.



ATTACHMENT D: REFERRAL ORGANIZATIONS
2017 Community Action Plan

Subrecipient:

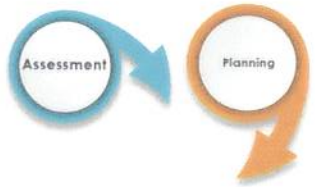
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Name of Referral Organization	**City and County of Referral Organization**	**Referral Services Provided**	**Method of Referral (verbal, written, call, email)**	**Methods of Client Follow-Up (meeting, phone, e-mail, etc.)**	**Method of Follow-Up with Referral Organization (phone, e-mail, etc.)**	**Describe System Used to Obtain Enrollment & Outcome Data from Organizations (form, email, etc.)**	**Funding coordination partner? Yes or NO**
Hidalgo County Indigent Program	Edinburg, Hidalgo	Health Services	Email	Phone	Email	Email to contact	No
American Red Cross	Harlingen, Cameron	Disaster Services	Email	Phone	Email	Email to contact	No
Boys and Girls Clubs of the Rio Grande Valley	County wide	Youth development	Email	Phone	Email	Email to contact	No
Catholic Social Charities	San Juan, Hidalgo	Disaster Services, clothing, rental Assistance, Utility Assistance	Email	Phone	Email	Email to contact	No
Hidalgo County Headstart	Edinburg, Hidalgo	Education	Email	Phone	Email	Email to contact	No
Hidalgo County WIC	Edinburg, Hidalgo	Child and mother nutrition	Email	Phone	Email	Email to contact	No
McAllen Careers	McAllen, Hidalgo	Vocational Education	Email	Phone	Email	Email to contact	No
Oley Foundation		Supplemental Nutrition	Email	Phone	Email	Email to contact	No

Rio Grande Valley Food Bank	Pharr, Hidalgo	Food items	Email	Phone	Email	Email to contact	No
Texas Agrilife Extension	Edinburg, Hidalgo	Parenting, financial literacy, nutrition	Email	Phone	Email	Email to contact	No
University of Texas RGV	Edinburg, Hidalgo	Education	Email	Phone	Email	Email to contact	No
Valley Aids Council	Mcallen, Hidalgo	Health Services	Email	Phone	Email	Email to contact	No
Valley Grande Institute	Weslaco, Hidalgo	Vocational education	Email	Phone	Email	Email to contact	No
VIDA	Mercedes, Hidalgo	Job Training	Email	Phone	Email	Email to contact	No
Work Force Solutions	County wide	Job Placement, Child Care	Email	Phone	Email	Email to Contact	No

Reference: CSBG Act, Sec. 676 (b)(3)(C), Sec. 676 (5),(6) and (9), requires that eligible entities coordinate CSBG funds with other public and private resources and establish linkages between governmental and other social service programs.

Instructions: (1) Identify organizations to which applicants and clients are referred. Include other non-profits, for-profits, churches, food pantries/food banks, school districts, colleges, universities, health clinics, Salvation Army, housing authorities, state and federal assistance agencies (excluding Texas Workforce Commission and Attorney General's Child Support Office that are included in other attachments). Complete columns (1)-(8)

ATTACHMENT E: REFERRALS TO CHILD SUPPORT OFFICES
2017 Community Action Plan



Subrecipient:

Are custodial parents in single-parent families referred to the State Child Support Office for services X Yes □ No

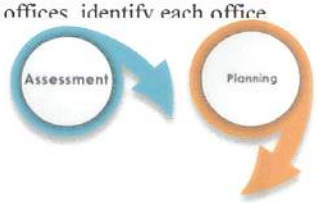
If no, explain why not? HCCSA refrs residents to the State Child Support office and is currently working to shore up the documentation process.

CHILD SUPPORT OFFICES:

County in CSBG Service Area	County Where Child Support Office is Located	City Where Child Support Office is Located	Address	Phone Number or E-Mail of Contact	Method of Referral (oral, written, call, e-mail)	Is Follow-Up Conducted to Determine if Client Received Child Support Payment? Yes or No	Is Documentation Obtained on Receipt of Child Support to Report in NPI 1.3B? Yes or No
Hidalgo	Hidalgo	Pharr	3308 N. Jackson Rd Suite 600	956-630-2891	Written	No	No

Reference: The CSBG Act, Sec. 676 (b)(5) requires that CSBG eligible entities to inform custodial parents in single-parent families about the availability of child support services and refer eligible parents to the Child Support Offices of State and local governments.

Instructions: Identify each county in the CSBG service area and identify the Attorney General's Office Child Support Office that serves the county. If a county has multiple offices, identify each office. If a county does not have a Child Support Office, then identify the closest office where client would seek assistance.



ATTACHMENT F: COORDINATION AND REFERRALS TO WORKFORCE
2017 Community Action Plan

Subrecipient:

Does the Subrecipient coordinate the provision of employment and training activities with Workforce Act programs for services?
☐**Yes** ☒ **No. If no, explain why not? The agency is developing the MOU necessary to coordinate such activities. Currently, there is an informal arrangement whereby the agency**

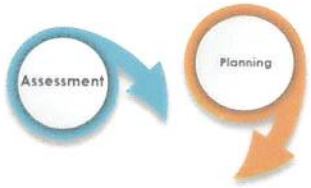
Texas Workforce Commission (TWC) Offices:

County in CSBG Service Area	County Where TWC Office is Located	City Where TWC Office is Located	Address	Phone Number or E-Mail of Contact	Method of Referral (oral, written, call, email)	Is Follow-Up Conducted to Determine if Client Received Assistance from TWC Office? Yes or No	Is Documentation Obtained to Report Enrollment or Outcomes in NPI's 1.1 or 1.2? Yes or No
Hidalgo	Hidalgo	Edinburg	2719 W. University	956-380-0008	Written	Yes	Yes
Hidalgo	Hidalgo	McAllen	3101 US Business 83	956-928-5000	Written	Yes	Yes
Hidalgo	Hidalgo	Mission	901 Travis	956-519-4300	Written	Yes	Yes
Hidalgo	Hidalgo	Weslaco	1600 N. Westgate	956-969-6100	Written	Yes	Yes
Hidalgo	Hidalgo	McAllen	400 E. Hackberry	956-984-7280	Written	Yes	Yes

Reference: The CSBG Act, CSBG Act requirement, CSBG Act, Sec. 676(b)(5), requires that CSBG eligible coordinate the provision of employment and training activities with Workforce Act programs.

Instructions: Identify each county in the CSBG service area and identify the Workforce Investment Act/Texas Workforce Commission Office that serves the county. If a county has multiple office, identify each office. If a county does not have a TWC Office, then identify the closest office where client would seek assistance.

ATTACHMENT G: SOCIAL SERVICE COALITIONS
2017 Community Action Plan

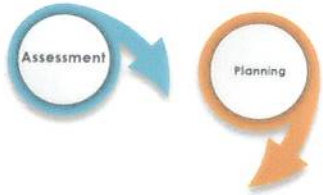


Subrecipient:

Name of Existing Coalitions in Service Area	Members/Organizations Represented	How does coalition coordinate services?	Is your agency a member? If not, explain why not.	City & County where coalition meets	How often does the Coalition meet?
Low Income Housing Coalition	Proyecto Azteca, LUPE, Project Arise, Texas Attorney General, Texas Secretary of State, Affordable Homes of South Texas	Meet to discuss their offerings and work to coordinate efforts.	Yes	Weslaco, Texas	Monthly
United Way of South Texas	Private Sector members of United Way	They coordinate volunteer services for agencies needing recruitment of program volunteers	Yes	McAllen, Texas	Monthly
Women Veteran Coalition	Hidalgo County, VFW, American Legion, Iraq War Veterans, Tropical Texas MHMR	They meet to discuss service gaps for female service members.	Yes	McAllen, Texas	Monthly
Texas Hunger Initiative	Recruitment in progress		Yes		Monthly
Healthy South Texas	Pharr ISD, Texas A&M, Texas Agri-Life, HHSC	Work to address the needs of a healthy population in South Texas	Yes	Edinburg, Texas	Monthly

Reference: The CSBG Act, Sec. 676 (b)(3)(A-C), (b)(5-6) requires CSBG eligible entities to coordinate services between anti-poverty programs and establish linkages.
Guidance: An effective avenue to coordinate services is through community coalitions such as the Community Resource Coordination Groups (CRCGs). CRCG information can be found at http://www.hhsc.state.tx.us/crcg/crcg.htm. Other coordinating coalitions that Subrecipients should participate in are local Continuum of Care homeless coalitions, coalition of social service providers, ministerial alliance organizations, etc.

ATTACHMENT H: CSBG SERVICE AREA, POPULATION, POVERTY & UNEMPLOYMENT RATES, AND SERVICE LOCATIONS
2017 Community Action Plan



Subrecipient:

Counties in CSBG Service Area

County	Number of Households in Poverty	Poverty Rate	Unemployment Rate	Address Of Facilities	Main Site Y or N	Service Center Y or N	Outreach Site Y or N
Hidalgo	100,000	33.5%	8.4%	2524 N. Closner, Edinburg	Y	Y	N
				509 E. Earling, San Juan, Texas	N	N	Y
				2100 Fir Avenue, McAllen, Texas	N	N	Y
				2401 N. Moorefield Rd., Mission, Texas	N	N	Y
				230 N. 86th Street, San Carlos, Texas	N	N	Y

Instructions: For data on Population and Poverty Population go to the Community Action Partnership website http://www.communitycommons.org/register/
From the referenced website, select the data indicators "Population Profile" for population and poverty data and select "Employment" for the unemployment data and create the report. Utilize the data from the report to complete this attachment. The website is updated regularly and utilizes the most recently available data sets. Subrecipients should download data annually. The referenced website has other data indicators related to education, housing, income, nutrition, and health care, which may inform the development of the CAP Plan. **Resource: Community Commons- Community Maps and Population Data Reports:** http://www.communitycommons.org/maps-data/

Additional question:

How are services provided to persons that are unable to apply for services in person?

☐ On-line application ☐ Mail In Application ☒ Home Visit ☐ Other, explain

ATTACHMENT I: (p. 1 of 2)



STAFF PROVIDING CASE MANAGEMENT SERVICES AND CASELOAD
2017 COMMUNITY ACTION PLAN

Guidance: Subrecipients are encouraged to establish evaluation systems. Part of the system is to review past performance data and determine the "success rate" and time period it takes to transition a person/household out of poverty and use this information to assign staff goals to meet TDHCA established targets. Then assign staff goals, monitor progress, and continually improve systems and services. For example, if the TOP goal is 10 persons and the success rate is that 25% of those working to TOP actually TOP annually, then at least 40 persons /16 households would need to be working to TOP to achieve the goal of 10 TOP.

Additional question:

1. **Have all of the case managers completed the case management training video series through the TDHCA website?**
   http://www.tdhca.state.tx.us/community-affairs/csbg/case-management-training-series.htm
   YES ☒ NO ☐

2. **Do the case managers have appropriate documentation of their case management process in their client files?**
   YES ☒ NO ☐

3. **How often are the case managers evaluated, by supervisors, towards their TOP goals?** Weekly ☐ Monthly ☒ Quarterly ☐ Other:

For Attachment I (p. 2 of 2):

Instructions: (1)-(4) self-explanatory. (5) For caseworker staff, indicate the percentage of time paid with CSBG funds as per the CSBG budget. (6) Provide the approximate number of hours that the staff person will dedicate each month to provide case management to persons working to transition out of poverty (TOP). (7) Provide the number of persons that are projected to be working towards TOP that are assigned to the case worker. (8) Provide the number of households that are projected to be working towards TOP that are assigned to the case worker. (9) Provide the number of persons projected to TOP that are assigned to each case worker. (10) Provide the number of households projected to TOP that are assigned to each case worker.



ATTACHMENT I: (P. 2 OF 2)
STAFF PROVIDING CASE MANAGEMENT SERVICES AND CASELOAD
2017 COMMUNITY ACTION PLAN

Subrecipient:

(1)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Position	**Case Management Duties**	**Location (city and county) and Contact Information (email, phone #)**	**% of Time Paid with CSBG Funds**	**Approximate Number of Hours Per Month Dedicated to Case Management**	**Number of Persons Projected to be Working towards TOP**	**Number of Households Projected to be Working towards TOP**	**Number Persons Projected to TOP**	**Number Households Projected to TOP**
Rene Solis/ Case Manager	Interview client applicants, prepare case management assessments, develop individual case plans, monitor case progress, identify agency partners, respond to emergency situations, interact with partner agencies on behalf of clients, maintain case logs	Edinburg, Hidalgo 956-383-6240 Rene.Solis@co.hidalgo.tx.us	90.00%	144	35	15	30	9
Lita Leos/ Case Manager	Interview client applicants, prepare case management assessments, develop individual case plans, monitor case progress, identify agency partners, respond to emergency situations, interact with partner agencies on behalf of clients, maintain case logs	Edinburg, Hidalgo 956-383-6240 Lita.leos@co.hidalgo.tx.us	90.00%	144	35	15	30	9
Mario Ramirez/ Case Manager	Interview client applicants, prepare case management assessments, develop individual case plans, monitor case progress, identify agency partners, respond to emergency situations, interact with partner agencies on behalf of clients, maintain case logs	Edinburg, Hidalgo 956-383-6240 Mario.ramirez@co.hidalgo.tx.us	90.00%	144	20	7	10	4

2017 Goals for TOP Program		
#	Goal Criteria	ANSWER
1A	State assigned Top Goal PY 16	66
1B	Agency set Top Goal PY 16 (can be greater than state goal, or same as state goal, but not less than):	66
2	Number of case managers	3
3	Estimated Average # of persons Working Towards TOP assigned to each caseworker (divide #1 by #2)	22
4	Average household size	3
5	# of households per caseworker to meet TOP goal (divide #3 by #4)	8
6	Total # of households on caseworkers' caseloads (this includes those working towards TOP and those who will TOP in future years	80
Reference: CSBG Act, Sec. 672 (1) one of the primary purposes of the CSBG grant is to empower low-income families and individuals to become fully self-sufficient.		
Guidance: Subrecipients are highly encouraged to establish systems where the Subrecipients look at past performance data to determine the "success rate" and time period it takes to transition a person/household out of poverty and use this information take the TDHCA assigned goal and establish individual goals for each case worker. The purpose of the form is to assist in this process.		

ATTACHMENT J: PERFORMANCE STATEMENT AND TARGETS
2017 Community Action Plan



Subrecipient:
Hidalgo County
Community
Service Agency

Instructions: USHHS is also strongly encouraging Subrecipients to use CSBG funds for community improvement and revitalization and to improve community quality of life and assets, the 2.1 and 2.2 NPI series along with self-sufficiency efforts. All Subrecipients are to establish and enter targets for 1.1A and 1.1B and those should align with TOP targets and consider having some targets for 1.1C-D. Targets must also be provided for 1.3B. Subrecipients are encouraged to establish targets for 1.3C and 1.3D and some targets in the 6.3 series.
Number the performance statements sequentially, that is, if the performance statements for NPI 1.1 series (1.1s) end at #3, begin with #4 in the 1.2 series, and continue numbering sequentially.

1.1s
EMPLOYMENT

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
1	5	CSBG-USHHS	Assist persons to obtain employment	1.1A	10	8	33
2	5	CSBG-USHHS	Assist persons to maintain employment	1.1B	15	29	33
3	5	CSBG-USHHS	Assist persons to obtain an increase in employment, income, and or benefits	1.1C	5	30	33

4	5	CSBG-USHHS	Assist persons achieve a living wage	1.1D	1	34	33

1.2s EMPLOYMENT SUPPORT (For services to persons who are able to work, whether employed or unemployed.)

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
5		CSBG-USHHS	Provide financial assistance for persons enrolling in trade/vocational school or college. Assist with tuition, fees, certification expenses, etc.	1.2A			
6		CSBG-USHHS	Provide referrals to Head Start for child care programs.	1.2D			
7		CSBG-USHHS	Provide job readiness education such as resume writing/interviewing skills.	1.2A			
8		CSBG-USHHS	Provide referrals to Boys and Girls Club for after school programs.	1.2E			
9		CSBG-USHHS	Provide financial assistance with gas and minor car repairs. Provide bus passes to persons in case management TOP.	1.2F			
10		CSBG-USHHS	Provide transportation assistance to clients needing to get their children to after school programs (Boys and Girls Club).	1.2F			
11		CSBG-USHHS	Provide information and referrals to health care services.	1.2G			
12		CSBG-USHHS	Provide rental assistance and referrals to persons participating in case management TOP.	1.2H			
13		CSBG-USHHS	Provide referrals to food pantry and HHSC TANF programs.	1.2I			

14		CSBG-USHHS	Provide non-emergency utility assistance.	1.2J			
15		CSBG-USHHS	Provide referrals to weatherization program.	1.2K			

1.3s ECONOMIC ASSET ENHANCEMENT AND UTILIZATION

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
16	3	CSBG-USHHS	Provide information and referral to OAG Child Support Division	1.3B	10	0	0
17	3	CSBG-USHHS	Assist persons enroll in lifeline program	1.3C	10	0	0
18	4	CSBG-USHHS	Provide referrals to personal finance and budgeting. Will develop retirement planning classes to clients.	1.3D	5	5	33

2.1s COMMUNITY IMPROVEMENT AND REVITALIZATION

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
19		CSBG-USHHS	Assist in the development of colonia street lighting.	2.1C			

29		CSBG-USHHS	Referrals to the weatherization program.	2.1D			
20		CSBG-USHHS	Advocate for preservation of bus route to CPS, HHSC, and CSA Offices	2.1H			

2.2s COMMUNITY QUALITY OF LIFE AND ASSETS

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target

2.3s, 3.1s, 3.2s COMMUNITY ENGAGEMENT, ENHANCEMENT, AND EMPLOYMENT

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
21	1	CSBG-USHHS	Recruit, train, and place volunteers in CSA Office.	2.3A			
22	1	CSBG-USHHS	Mobilize volunteers to participate in Make A Difference Day, Adopt a Family Day at Christmas and Thanksgiving.	2.3A			

23		CSBG-USHHS	Low income participation on CSA Board and Subcommittees.	3.1A			

4.1s COMMUNITY WIDE PARTNERSHIPS

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
24	1	CSBG-USHHS	Coordination of services with partner organizations	4.1A-M			

5.1s AGENCY DEVELOPMENT

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
25		CSBG-USHHS	Number of staff attending training.	5.1E			
26		CSBG-USHHS	Number of Board members attending training.	5.1F			

27		CSBG-USHHS	Hours of staff training.	5.1G			
28		CSBG-USHHS	Hours of board members in training.	5.1H			

6.1s INDEPENDENT LIVING

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
30	2	CSBG-CEAP	Referrals for utility assistance and emergency food assistance.	6.2A			

6.2s EMERGENCY ASSISTANCE (For crisis assistance.)

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
31	2	CSBG	Emergency food to crisis victims.	6.2A			
32	2	CSBG	Emergency utility/fuel assistance LIHEAP/Private to crisis victims.	6.2B			
33	2	CSBG	Emergency car and home repair to crisis victims.	6.2D			
34	2	CSBG	Emergency rent and mortgage assistance to people facing eviction.	6.2C			
35	2	CSBG	Emergency disaster relief.	6.2J			

36	2	CSBG	Emergency clothing for disaster victims.	6.2K			

6.3s CHILD AND FAMILY DEVELOPMENT

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
37	3	CSBG	Assist Head Start in their back to school registration fairs etc.	6.3C	0	0	0
38	3	CSBG	Number of children who are developmentally ready to enter K	6.3D	0	0	0
39	3	CSBG	Number of children who obtain immunizations and medical and dental care.	6.3A	0	0	0
43	3	CSBG	Boys and Girls Club registrations	6.3E, 6.3G, 6.3I	0	0	0
			Parents learn and demonstrate improved parenting skills.	6.3J	3	31	5

6.4s FAMILY SUPPORTS (For services to persons that are unable to work, especially Seniors, Disabled, and Caregivers.)

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
40	3	CSBG	Non-emergency LIHEAP	6.4G			
41	3	CSBG	Non-emergency WX	6.4H			

42	3	CSBG	Utility assistance for vulnerable populations (seniors, children under six, and disabled)	6.4G			

6.5s SERVICE COUNTS (Service counts are to be reported in 6.5 and the persons served in related NPIs such as 1.2s, 6.2s, or 6.4s.)

Performance Statement #	Top Five Need Addressed	Grant Name	Service or Activity	NPIs (list all NPIs applicable to activity)	**Target (for NPIs 1.1s, 1.1s 1.1s)**	Previous Year's Outcomes (PY 2015) for NPIs Requiring Target	Current Year to Date Outcomes as of August 2016 for NPIs Requiring Target
44		CSBG	Food boxes	6.5A			
45		CSBG	Rides Provided	6.5D			
46		CSBG	Information and referral calls	6.5E			
47		CSBG					

ATTACHMENT K:
ACTIVITIES AND SERVICES NOT CAPTURED BY NPIS
2017 Community Action Plan

Subrecipient:

Instructions: Identify and describe services, programs, activities, and assistance that are **not** reported in NPIs due to lack of an NPI code to capture activity.

#	Description of Services, Programs, Activities and Assistance Not Captured by NPI's	Name of Grant or Program	Funding Source (identify the Federal, State, local, or private fund source)
1	Recruitment, training, and placement of Retired Senior Volunteers	RSVP State and Federal	Corporation for National and Community Service
2	Assistance with piped natural gas utility payments	Warmth for Texans	Texas Gas Service
3	Utility assistance for residents between 151% and 200% FPL	Neighbor to Neighbor	Direct Energy
4	Financial assistance for Veterans	Fund for Veterans Assistance	Texas Veterans Commission

ATTACHMENT L:
STRATEGIC PLAN UPDATE

Subrecipient:

Time Period (years) covered by the Strategic Plan:

PY 16 Strategic Planned Goals	Projected Outcome	Outcome Success Rate	PY 17 Strategic Plan Projected Outcome	Applicable Revisions to Outcome Measure
Expand the social services network	**25 Community Organizations will sign MOU's with HCCSA**	**HCCSA hosted one major partnership event in 2016. The agency developed over twenty-five new partnerships via attendance at coalition meetings, in house trainings and off site events.**	1. HCCSA will secure MOU's with all partnering agencies. 2. HCCSA will host four events per year with the goal of encouraging the coordination of services to families across Hidalgo County	
Increase access to nutritious foods	**25persons will be signed up for TANF Services** **50 persons will be enrolled in Healthy Food Academy**	**The agency maintains staple food items on hand specifically to be distributed to those deemed eligible by agency staff. In addition, the agency routinely distributes emergency shopping cards to those persons deemed eligible and in need of food. Appropriate referrals are then made to partner agencies such as HHSC or the Rio Grande Valley Food Bank.**	1. HCCSA will develop a referral tracking system that will allow the agency to document success stories 2. The agency will partner with Texas Agri-Life or a similar organization as it offers Health Food Choice classes 3. Fifty referrals from HCCSA will attend those classes described in #2 3. HCCSA will continue to participate in the Healthy South Texas Coalition sponsored by Texas Agri-Life	

Help people earn a living wage and transition out of poverty	**66 persons will Transition Out of Poverty**	**The agency has reported that it will transition the 62 persons out of poverty by December 31, 2016.**	1. The agency will continue to meet the goal for TOP participants in PY 2017	
Educate the elderly about elder abuse and fraud	**100 Seniors will report improved knowledge regarding abuse and fraud.**	**Residents received information regarding a variety of healthy living options during PY 2016**	1. The agency will ensure that 100 seniors receive specific information regarding healthy aging and elder abuse prevention 2. Receipt of this information and training will be documented via an exit survey during PY 2017	
Provide assistance to low income families in times of crisis or emergency	**Emergency services protocols will be developed**	**The agency demonstrated time and time again (Granjeno, house fires, flooding events, etc) that it has the capacity and the ability to respond immediately during times of crisis and emergency.**	1. HCCSA will meet with Emergency Management personnel in an effort to further strengthen referral protocols 2. HCCSA will continue to respond to "emergencies" as deemed appropriate by Hidalgo County's Emergency Management Coordinators	
Provide financial literacy classes for low income families	**200 low income individuals will attend financial literacy seminars with 75% reporting increased knowledge**	**The agency has hosted one such event (13 attendees) for case management clients and their families.**	The agency will step up efforts to require mandatory participation in the financial literacy classes offered by Texas Agri-Life and or Goodwill Industries 1. The goal of 200 low income individuals will be reached during PY 2017 with 75% of them reporting increased proficiency in the area of	

			personal finance	
Provide emergency utility assistance and case management for veterans and single females head of households	**100 Veterans will receive utility assistance.** **5 veterans will receive case management services**	**The agency secured a $300,000 grant from Texas Veterans Commission. To date 138 veterans have been served via CEAP and BZ**	1. The agency will continue to administer TVC funding for veterans during PY 2017 2. HCCSA will develop a working partnership with WIC in order to identify those clients in need of services	
Assist low income individuals enroll in affordable medical insurance	**25 persons will be referred to ACA enrollment**	**Numerous referrals were made to ACA navigators but little to no documentation was secured.**	1. An improved tracking system will be implemented that will allow for monthly reporting of those participants accessing ACA via agency efforts.	
Develop the knowledge base of board members with regards to their roles	**90% of the Board will report increased knowledge and competencies regarding their roles and responsibilities.**	**Advisory board members have received numerous hours of training. They have completed modules 1-3 of CAPLAW Governance manual. In addition, two members attended the national CAP Convention in Austin, Texas**	1. HCCSA advisory board, assistant district attorneys and commissioners court staff members will continue to receive CAPLAW (or similar) training regarding their roles and responsibilities. This training will include governance, ROMA, strategic planning and crisis management among other types 2. A board orientation handbook will be developed for incoming board members.	
Develop a HCCSA marketing campaign	**Ten community access channels will air HCCSA PSA's**	**The agency maintains a good relationship with medias of all type and language. Numerous print and television interviews have been**	1 HCCSA will develop an increased presence in Spanish print and television media with the goal of educating a larger percentage of the population regarding program service	1. Five public access channels will air HCCSA's PSA's 2. HCCSA will produce and distribute an "Annual Report" to the Community

		released with the purpose of informing the public about pertinent information. In addition, agency staff routinely appear at Commissioners Court with the purpose of keeping the Court and the general public up to date about particular events at the agency.	offerings.	for PY 2017
Provide CSBG and CEAP services to the geographically isolated populations of the county	**Four strike forces will serve 100 clients in isolated portions of the county.**	**Various satellite locations were developed during the previous year. The temporary locations were located in southern Alamo, north San Juan, San Carlos, Palmview, Granjeno, Pueblo de Palmas and over 120 adult daycare centers around the county.**	1. An improved scheduling system for the satellite offices will be developed for PY 2017. 2. Rededicated efforts will be made towards opening temporary operations offices in the eastern portion of Hidalgo County.	
Improve employee morale via training, cost of living adjustments and employee evaluations	**Implement 3% COLA adjustment and evaluation system,**	**The agency successfully implemented the 3% COLA for PY 2016**	1. The agency will develop and implement an employee evaluation system. 2. The agency will adhere to Hidalgo County's Living Wage Policy	
Improve the agency's fiscal and programmatic compliance record	**Score 100% compliance in agency self assessment**	**The agency has undertaken the self-assessment process together with partner agencies across the**	1. The agency will continue to participate in CAP sponsored self evaluation process 2. The agency will procure the services of an outside	

		state. In addition, the agency has dedicated funding towards training fiscal staff in the use of Abila software.	accounting firm for the purposes of improving fiscal operations beginning in PY 2017.	

Instructions: Populate the goals set in your strategic plan for program years 2016 and 2017. Enter outcomes you projected for each. Based upon your August performance report, what is your current success rate? Indicate the outcomes you projected for PY17 for each goal. Make any applicable revisions to the PY17 targets based upon your data analysis from this year.

REQUIREMENT-Organizational Standards: 4.4 The governing board receives an annual update on the success of specific strategies included in the Community Action plan. 6.5 The governing board has received an update(s) on progress meeting the goals of the strategic plan within the past 12 months.

COMMUNITY SERVICES BLOCK GRANT PURPOSE, ASSURANCES AND GOALS

"For the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient and to accomplish the goals of (A) strengthening of community capabilities for planning and coordinating the use of a broad range of Federal, State, local, and other assistance (including private sector resources) related to the elimination of poverty, so that this assistance can be used in a manner responsive to local needs and conditions; (B) the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty in the community and may help the families and individuals achieve self-sufficiency; (C) the greater use of innovative and effective community-based approaches to attacking the causes and effects of poverty and of community breakdown; (D) the maximum participation of residents of low-income communities and members of the groups served by programs assisted through the block grants made under this subtitle to empower such resident and members to respond to the unique problems and needs with their communities; and (E) the broadening of the resource base of programs directed to the elimination of poverty so as to secure a more active role in the provision of services for-(i) private, religious, charitable, and neighborhood-based organizations; and (ii) individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor."

ASSURANCES

The CSBG Act requires that the Department provide assurance that CSBG funds are utilized for the following purposes. CSBG eligible entities must ensure that assurances are met and that CSBG funds are utilized for purpose and goals outlined in the CSBG Act. Below is a summary of the assurance and is not the complete language in the CSBG Act.

- To remove obstacles and solve problems that block the achievement of self-sufficiency
- To secure and retain meaningful employment
- To attain an adequate education, with particular attention toward improving literacy skills.
- To make better use of available income.
- To obtain and maintain adequate housing and a suitable living environment.
- To obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs.
- To achieve greater participation in the affairs of the communities involved, including development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners. This may include participation in activities such as neighborhood or community policing efforts.
- To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration. To support programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs) and after-school child care programs.
- To make more effective use of, and to coordinate with, other programs related to the purposes of CSBG.
- To provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;
- To coordinate, and establish linkages between, governmental and other social service programs to assure the effective delivery of services to low-income individuals and to avoid duplication of such services. And to coordinate the provision of employment and training activities with entities providing activities through local workforce investment programs under the Workforce Investment Act of 1998.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET
FFY 2017

Please enter the requested information into the YELLOW cells on each page and sign the Summary Page below

Subrecipient:	**Hidalgo County Community Service Agency**
Service Area:	

CSBG ALLOCATION:	**$**	**1,695,865.00**

IMPORTANT! This "Summary Page" will self-populate as you complete each of the Budget Support Sheets (B1 - B6):

BUDGET CATEGORIES	AMOUNT
B.1 Personnel (Detailed on Budget Support Sheet B.1)	**$ 681,775.00**
B.2 Fringe Benefits (Detailed on Budget Support Sheet B.2)	**$ 361,908.00**
B.2 Travel (Detailed on Budget Support Sheet B.2)	**$ 22,800.00**
B.2 Supplies (Detailed on Budget Support Sheet B.2)	**$ 21,000.00**
B.3 Equipment (Detailed on Budget Support Sheet B.3)	**$ 15,000.00**
B.4 Contractual (Detailed on Budget Support Sheet B.4)	**$ 13,200.00**
B.5 Other (Detailed on Budget Support Sheet B.5)	**$ 410,595.00**
B.6 TOP and Direct Customer Support (Detailed on Budget Support Sheet B.6)	**$ 169,587.00**
B.7 Indirect Costs (Your agency has an approved Cost Allocation Plan? If "YES," enter detail on Budget Support Sheet B.7).	**$ -**
TOTAL BUDGET*	**$ 1,695,865.00**
**TOTAL BUDGET" must equal the "CSBG Allocation" above.* Diff.:	**$ -**

Subrecipient Approval

Signature of Preparer:			
Printed Name:	*Jaime Longoria*	*Date:*	
Signature of Approver:			
Printed Name		*Date:*	

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET

FFY 2017

Budget Support Sheet B.1

Subrecipient: **Hidalgo County Community Service Agency**

PERSONNEL

BUDGET CATEGORIES JOB TITLE-CSBG ONLY (EXCLUDING Direct Client Support Staff)	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
Executive Director	12	$ 92,700	75.0%	$ 69,525.00
Manager, Administrative Operations	12	$ 62,000	60.0%	$ 37,200.00
Executive Secretary	12	$ 40,000	80.0%	$ 32,000.00
Administrative Assistant	12	$ 30,000	80.0%	$ 24,000.00
General Accounting Supervisor	12	$ 49,000	80.0%	$ 39,200.00
Case Study Managers (3)	12	$ 97,500	90.0%	$ 87,750.00
Case Study Manager	12	$ 32,000	50.0%	$ 16,000.00
Ombudsperson/Payroll Accounting Specialist	12	$ 38,000	80.0%	$ 30,400.00
Finance Clerk	12	$ 25,500	50.0%	$ 12,750.00
A/P Analyst	12	$ 35,000	80.0%	$ 28,000.00
A/P Specialist	12	$ 33,000	70.0%	$ 23,100.00
Accounting Specialist	12	$ 28,000	70.0%	$ 19,600.00
IT Security Engineer/Systems Analyst	12	$ 51,000	60.0%	$ 30,600.00
EWI (2)	12	$ 53,000	40.0%	$ 21,200.00
EWII (7)	12	$ 209,000	20.0%	$ 41,800.00
Lead Data Entry Clerk	12	$ 32,000	60.0%	$ 19,200.00
Data Entry Processing Clerk	12	$ 27,000	60.0%	$ 16,200.00
CCFS Supervisor	12	$ 45,000	60.0%	$ 27,000.00
CCFS Clerk	12	$ 25,500	60.0%	$ 15,300.00
Switchboard Operator/Administrative Assistant	12	$ 25,500	50.0%	$ 12,750.00
EWIII (2)	12	$ 84,000	35.0%	$ 29,400.00
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Sub-Total **(CSBG** ONLY):				**$ 632,975.00**
Sub-Total from tables 2 - 5 below (programs & positions CSBG supports):				**$ 48,800.00**
TOTAL PERSONNEL AMOUNT:				**$ 681,775.00**

Note: This "Page Total" must equal "Personnel" line item on the "Summary Page 1"

Scroll down to view tables 2 to 5 (if needed)!

CSBG Support for Staff Salaries for OTHER PROGRAM(S) (include both administrative and program staff): List other program(s) & Job Titles being supported (*Please use separate attachment if more space is needed, and transfer the totals from the separate attachments to a line on any of the available pages below):*

PROGRAM:	**RSVP**

BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
RSVP Project Director	2	$ 46,000	30.0%	$ 13,800.00
RSVP Area Coordinator	6	$ 35,000	50.0%	$ 17,500.00
RSVP Area Coordinator	6	$ 35,000	50.0%	$ 17,500.00
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SUB-TOTAL:				**$ 48,800.00**

Please complete page, if applicable.

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
				$ -
				$ -
				$ -

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
				$ -
				$ -
				$ -

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
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SUB-TOTAL:				$ -

Please complete page, if applicable.

PROGRAM:				
BUDGET CATEGORIES - JOB TITLE	NO OF MONTHS	ANNUAL SALARY	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
				$ -
				$ -
				$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET

FFY 2017

Budget Support Sheet B.2

Subrecipient: **Hidalgo County Community Service Agency**

FRINGE BENEFITS, TRAVEL, & SUPPLIES

CSBG FRINGE BENEFITS (EXCLUDING Direct Client Support Staff)				
Items				**AMOUNT**
F.I.C.A				$ 55,370.00
Unemployment				$ 44,847.00
Workman's Comp. Insurance				$ 10,000.00
Health Insurance				$ 198,000.00
Dental Insurance				$ -
Life Insurance				$ 5,000.00
Retirement Contribution				$ 48,691.00
Others (List):				$ -
				$ -
				$ -
CSBG FRINGE BENEFITS:				**$ 361,908.00**
OTHER PROGRAM(S) FRINGE BENEFITS:				**$ -**
TOTAL FRINGE BENEFITS AMOUNT:				**$ 361,908.00**
TRAVEL (all staff)				
		Miles	**x Fed. Rate***	
Local Travel (*Rate cannot be higher than the Federal rate)		10,000	0.58	$ 5,800.00
Per Diem				$ 5,000.00
Non-Local Travel				$ 12,000.00
Board Member Reimbursement				
TOTAL TRAVEL AMOUNT:				**$ 22,800.00**
SUPPLIES				
Office Supplies				$ 8,000.00
Maintenance Supplies				$ 2,000.00
Program Supplies				$ 1,000.00
Postage				
Others (List):				$ 10,000.00
TOTAL SUPPLIES AMOUNT:				**$ 21,000.00**

Note: "CSBG Budgeted Amount" must equal "Fringe Benefits," "Travel," & "Supplies" on the "Summary Page 1"

Scroll down to view tables on pages 2 to 3 (if needed)!

FRINGE BENEFITS for OTHER PROGRAM(S): List Fringe Benefits for other program(s) being supported by CSBG: (*Please use separate attachment if more space is needed, & transfer the totals from the separate attachments to a line on any of the available pages below*) :

PROGRAM:		
Items:		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		**$ -**

List Fringe Benefits items for next Program

PROGRAM:		
Items:		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		**$ -**

List Fringe Benefits items for next Program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		**$ -**

List Fringe Benefits items for next program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

List Fringe Benefits items for next Program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

List Fringe Benefits items for next Program

PROGRAM:		
Items		**AMOUNT**
F.I.C.A		
Unemployment		
Workman's Comp. Insurance		
Health Insurance		
Dental Insurance		
Life Insurance		
Retirement Contribution		
Others (List):		
CSBG BUDGETED AMOUNT:		$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET

FFY 2017

Budget Support Sheet B.3

Subrecipient: Hidalgo County Community Service Agency

EQUIPMENT

Note: Subrecipient is a reminded to follow procurement policies/procedures. Please review TDHCA's guidance on Procurement at the link below:

http://www.tdhca.state.tx.us/community-affairs/procurement/index.htm

EQUIPMENT DESCRIPTION	# OF UNIT	BRAND & MODEL	UNIT COST	TOTAL COST	% CHARGED TO CSBG	AMOUNT($) CHARGED TO CSBG
PURCHASES						
Telephone System				$20,000.00	75%	$ 15,000.00
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
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LEASES						
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				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
Sub-Total (CSBG):						$ 15,000.00
Sub-Total (Other Programs Supported by CSBG):						$ -
TOTAL EQUIPMENT AMOUNT:						**$ 15,000.00**

Note: "TOTAL" on this page must equal "Equipment" line item on the "Summary Page 1"

Scroll down to view tables on page 2 (if needed)!

CSBG Support For Other Program(s) - List all Programs being supported:

PROGRAM:						
EQUIPMENT DESCRIPTION	# OF UNIT	BRAND & MODEL	UNIT COST	TOTAL COST	% CHARGED TO CSBG	AMOUNT($) CHARGED TO CSBG
PURCHASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
LEASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
Sub-Total:						$ -

Enter Next Program

PROGRAM:						
PURCHASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
LEASES						
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -
				$0.00		$ -

Sub-Total:	$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET

FFY 2017

Budget Support Sheet B.4

Subrecipient: **Hidalgo County Community Service Agency**

CONTRACTUAL

CSBG BUDGET ITEMS (CATEGORIES)	TOTAL COST	% CHARGED TO CSBG	AMOUNT CHARGED TO CSBG
Legal Services			$ -
Audit Services	$22,000.00	60%	$ 13,200.00
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total (CSBG):			**$ 13,200.00**
Sub-Total (Other Program(s) supported by CSBG:			**$ -**
TOTAL CONTRACTUAL AMOUNT:			**$ 13,200.00**

Note: "TOTAL" on this page must equal "Contractual" line item on the "Summary Page 1"

CSBG Support For Other Program(s) - List all Program(s) being supported:			
PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			**$ -**

Scroll down to view tables on page 2 (if needed)!

Enter Next Program

PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			**$ -**

Enter Next Program

PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			**$ -**

Enter Next Program

PROGRAM:			
Legal Services			$ -
Audit Services			$ -
Accounting Services			$ -
List others:			$ -
			$ -
			$ -
			$ -
			$ -
Sub-Total:			**$ -**

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET

FFY 2017

Budget Support Sheet B.5

SUBRECIPIENT: **Hidalgo County Community Service Agency**

OTHER BUDGET CATEGORIES

OTHER BUDGET CATEGORIES	TOTAL COSTS ($)	% CHARGED TO CSBG	AMOUNT ($) CHARGED TO CSBG
List the items below:			
Training and Meetings	$12,000.00	55.0%	$ 6,600.00
Permits	$1,000.00	55.0%	$ 550.00
Software Maint.	$25,000.00	55.0%	$ 13,750.00
Vehicle Rental	$2,000.00	55.0%	$ 1,100.00
Board Elections	$2,000.00	100.0%	$ 2,000.00
Liability Insurance	$26,000.00	50.0%	$ 13,000.00
Memberships	$7,500.00	60.0%	$ 4,500.00
Copiesand Repro. Fees	$6,000.00	50.0%	$ 3,000.00
Printing	$2,000.00	50.0%	$ 1,000.00
Office Lease	$165,000.00	55.0%	$ 90,750.00
Storage Rental	$4,000.00	55.0%	$ 2,200.00
Advertisement	$3,000.00	50.0%	$ 1,500.00
Telephone and Internet	$35,000.00	65.0%	$ 22,750.00
Postage	$8,000.00	55.0%	$ 4,400.00
Utilities	$55,000.00	65.0%	$ 35,750.00
Janitorial Service	$11,000.00	65.0%	$ 7,150.00
Network/Hardware Maint.	$10,000.00	65.0%	$ 6,500.00
Other Direct Services	$40,000.00	100.0%	$ 40,000.00
Equipment Rental	$5,000.00	55.0%	$ 2,750.00
Emergency Services	$151,345.00	100.0%	$ 151,345.00
SUB-TOTAL (CSBG):			**$ 410,595.00**
SUB-TOTAL (OTHER PROGRAM(S)):			**$ -**
TOTAL OTHER AMOUNT:			**$ 410,595.00**

Note: "TOTAL AMOUNT" must equal "Other" on the "Summary Page 1"

Scroll down to view tables on pages 2 to 3 (if needed)!

CSBG Support For Other Program(s) - List all Program(s) being supported:

PROGRAM:			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			$ -

Enter Next Program

PROGRAM:			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			$ -

Enter Next Program

PROGRAM:			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			$ -

Enter Next Program

PROGRAM:			
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
TOTAL AMOUNT:			$ -

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET

FFY 2017

Budget Support Sheet B.6

Subrecipient: **Hidalgo County Community Service Agency**

TOP AND DIRECT CLIENT SUPPORT

BUDGET CATEGORY TOP DIRECT CLIENT SUPPORT	TOTAL COSTS ($)	% CHARGED TO CSBG	AMOUNT ($) CHARGED TO CSBG
TOP Direct Client Support for Case Management Clients working to Transition Out of Poverty (TOP). Note: Subrecipients receiving an award over $250,000 must allocate at least **10%** of CSBG funds to assist clients in transitioning out of poverty (TOP) to self-sufficiency.	*$1,695,865.00*		**Top Direct Client Support Subtotal**
	10.0%		
	$169,587.00	100.0%	$ 169,587.00

List the type of TOP client assistance to be provided with the TOP budgeted funds (EXCLUDING Direct Client Services Support Staff salary and fringe benefits):

Assist Clients in transitioning out of poverty (TOP) to self-sufficiency	$ 169,587.00
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Sub-Total for TOP Direct Client Support for Case Management Clients (CSBG):	**$ 169,587.00**

Direct Customer Support Costs (including staff, fringe benefits and direct support costs). Note: Subrecipients receiving an award over $250,000 must allocate at least **20%** of CSBG funds to costs related to direct client services, including related salaries and fringe.	*$1,695,865.00*		**Direct Customer Support Costs Subtotal**
	0.0%		
	$0.00	100.0%	$ -

Identify Direct Customer Support Staff and Salary Amounts:

BUDGET CATEGORIES DIRECT CUSTOMER SUPPORT STAFF	ANNUAL SALARY	NO OF MONTHS	% OF CSBG SUPPORT	AMOUNT OF CSBG FUNDS
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

				$ -
				$ -
Sub-Total Direct Customer Support Staff (CSBG):				**$ -**

BUDGET CATEGORIES **FRINGE BENEFIT ITEMS FOR DIRECT CUSTOMER SUPPORT STAFF :**	**Fringe Amount**
F.I.C.A	$ -
Unemployment	$ -
Workman's Comp. Insurance	$ -

Health Insurance		$ -
Dental Insurance		$ -
Life Insurance		$ -
Retirement Contribution		$ -
Others (List):		$ -
		$ -
		$ -
Sub-Total Fringe Benefits for Direct Customer Support Staff (CSBG):		**$ -**

BUDGET CATEGORIES DIRECT CUSTOMER SUPPORT (CLIENT ASSISTANCE) ITEMS:	
List the types of direct clients assistance which may be provided (EXCLUDING Direct Customer Support Staff and Fringe Benefits and excluding TOP client assistance):	**Direct Client Services Amount**
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Sub-Total Direct Customer Support (Client Assistance) Items (CSBG):	**$ -**
SUB-TOTAL TOP DIRECT CLIENT SUPPORT FOR CASE MANAGEMENT CLIENTS, DIRECT CUSTOMER SUPPORT STAFF AND FRINGE BENEFITS, AND DIRECT CUSTOMER SUPPORT ITEMS (CSBG):	**$ 169,587.00**
SUB-TOTAL (OTHER PROGRAM(S) Supported by CSBG):	**$ -**
TOTAL TOP AND DIRECT CUSTOMER SUPPORT AMOUNT:	**$ 169,587.00**

Note: "TOTAL TOP and Direct Customer Support AMOUNT" must equal "Direct Customer Support" on the "Summary Page 1"

Scroll down to use tables on below, if needed!

CSBG Support For Other Program(s) - List all Program(s) being supported:	
Identify the program costs of any non-CSBG programs which CSBG will support. Exclude administrative costs.	
PROGRAM:	

COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET

FFY 2017

Budget Support Sheet B.7

Subrecipient: **Hidalgo County Community Service Agency**

INDIRECT COSTS

BUDGET CATEGORIES			CSBG AMOUNT
Indirect Costs			
%	**Base**	**CSBG Indirect Costs**	**$0.00**
		$0.00	
Space left blank intentionally			
Sub-Total (CSBG):			$ -
Sub-Totals (Program(s) Supported by CSBG):			$ -
TOTAL INDIRECT COSTS AMOUNT:			**$ -**

Note: This page "Total Amount" must equal "Indirect Costs" line item on the "Summary Page 1"

CSBG Support For Other Program(s) - List all Program(s) being supported:

PROGRAM:			
BUDGET CATEGORIES			**AMOUNT**
Indirect Costs			
%	**Base**	**Indirect Cost**	$0.00
		$0.00	
Sub-Total (Other Program):			$ -

Enter Next Program

PROGRAM:			
BUDGET CATEGORIES			**AMOUNT**
Indirect Costs			
%	**Base**	**Indirect Cost**	$0.00
		$0.00	
Sub-Total (Other Program):			$ -

Enter Next Program

PROGRAM:			
BUDGET CATEGORIES			**AMOUNT**
Indirect Costs			
%	**Base**	**Indirect Cost**	$0.00
		$0.00	
Sub-Total (Other Program):			$ -

AI-56847 **Urban County** **12. A.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Department: URBAN COUNTY

Information

CAPTION

"Subject to: HB 1295 Compliance." Requesting authority to purchase fire station equipment through the County's Membership/Participation with BuyBoard's awarded vendor, Casco Industries, Inc. (contract # 432-13), in the amount of $12,184.16 for the Mercedes Fire Dept. (FY 2016).

BACKGROUND

The fire station/equipment (bunker gear) purchased will be utilized at the Mercedes Fire Department. See attached quote and back up documentation.

Vendor: **Casco Industries, Inc.**
Purchase Amount: **$12,184.16**
Funds Available: $10,000.00 FY 29 (2016) Fire Station/Equipment
$ 2,184.16 City of Mercedes Pooled Cash Account
Total: $12,184.16

Fiscal Impact

Attachments

Fire Station/Equipment FY 29 (2016)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 04:44 PM
Glinda Pacheco	Glinda Pacheco	10/07/2016 04:58 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Olga Lerma		Started On: 10/07/2016 04:02 PM
Final Approval Date: 10/07/2016		

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: Buy Board Person Contacted: Bob Yancy
Name: Casco Industries Contract #: 432-13 Phone: 281-443-0999

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	GLO-12257G Coat, GXT 3.10 Kombat Flex Per Spec	4	2,100.10	1,365.06	5,460.24
2	GLO-22257G Pant, GXT 3.0 Kombat Flex Per Spec	4	mc 1,604.45	1,042.89	4,171.56
3	PGI-3038185 Nomex Hood	4	23.82 ~~23.82~~	22.09	88.36
4	GLO-1201400 Supreme Leather Boot	4	550.00	385.00	1,540.00
5	CRN-TRD71123122 Helmet 1044 Traditional	4	385.00	231.00	924.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00
17					0.00
18					0.00
19					0.00
20					0.00
21					0.00
22					0.00
23					0.00
24					0.00
25					0.00
26	Subtotal				12,184.16
	Freight				**0.00**
				TOTAL	**12,184.16**

Recommendation: The City recommends purchase of (4) sets of Bunker Gear from Casco Industries, Inc. for the Mercedes Fire Department.

Requested By: Olga Rozas 09/07/2016
(USE BLUE INK) Date

UCP Deputy [signature] 10/7/16
(USE BLUE INK) Date

RECEIVED
SEP - 7 2016
Urban County Program

Casco INDUSTRIES, INC.

Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: MERCEDES FD **Attn: TOMMY URESTE** **Fax:** **E-Mail: tureste@cityofmercedes.com**	**Ship to:** Same **BUY-BOARD #432-13**

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
8/29/16	BOB YANCY		Best Way	DESTINATION	NET 30 Days

Qty	Description	List Price	Unit Price	Total
4	GLO-12257G COAT, GXT 3.10 KOMBAT FLEX PER SPEC	2,100.10	1,365.06	5,460.24
4	GLO-22257G PANT, GXT 3.0 KOMBAT FLEX PER SPEC	1,604.45	1,042.89	4,171.56
4	PGI-3038185 NOMEX HOOD	28.32	22.09	88.36
4	GLO-1201400 SUPREME LEATHER BOOT	550.00	385.00	1,540.00
4	CRN-TRD71123122 HELMET 1044 TRADITIONAL	385.00	231.00	924.00

Sub Total	**$12,184.16**
Shipping	**NONE**
TOTAL	**$12,184.16**

BOB YANCY / Sales Representative
byancy@cascoindustries.com

Revision: 12/18/15

QUOTE / ORDER FORM **GLOBE - Quote** Date Prepared: 08.17.16

Note - This Quote Sheet MUST be submitted with each order to be processed against this Quotation !

PO Number:		Page #:		PODate:	
Quote Name:	**MERCEDES FD**	Quote #:	**101415-SW55**	Expires:	**9/30/2016**

Dealer#:	**100750**	Dealer:	**CASCO INDUSTRIES INC**	Attn:	**ROBBIE YANCY**

Order Qty: Quoted Disc: **55.00** % Price Book: 2015 Quoted Qty: **0**

Coat

Code	Description	*Note: Due to space limitations, some options & placements are not available on smaller sized garments!*	List Price	Net Price
12257G1T	GLD 32 M TPR- GX3J/KOMBAT FLEX/CALDURA SL2 /CROSSTECH BLK		1799.00	809.55
	***** With the following features *****			
179753G	L/Y 3" 3SL NFPA VERT/29&32		131.15	59.02
19721	L/Y 3" SLT LTRS SEWN	ROW A	19.20	8.64
	MERCEDES			
N1STCL03	*VISLON ZIP IN-VLC OUT		0.00	0.00
N1STPK03	GLD *EXPPKT 2X8X8 W/FLC HNDWM		0.00	0.00
N1STPR01	*KEV BACK 2X8X8		0.00	0.00
1922548	GLD SURVIVOR STRAP/HK	RC	21.80	9.81
1922413B	GLD RAD PKT 3X3.5X9	LC	61.60	27.72
1793013	L/Y 3" 3SL OVER RAD PKT		0.00	0.00
1922564	GLD MIC STRAP 1X3	LC	3.65	1.64
N1STSW01	*ADJWL W/O WRSTR		0.00	0.00
190549NX	NOMEX HWG-LINER-GXT		7.60	3.42
19DH506	BLK CUFF REIN DH		10.40	4.68
N1STCH01	*CLR LOOP		0.00	0.00
N1STLP02	*THERMAL SQUARE PKT		0.00	0.00
N122132	BLK LP SNP/VLC HANG 5X20	#BLK KFX OK	45.70	20.57
N1001264	PJ FILLER CLR 1PC		0.00	0.00
N100SEB1	SEB LWR NONE/UPR NONE		0.00	0.00

Notes: No Oversize charges until size 60

Base List | Net Per : $ 2,100.10 945.05

Qty:	Allowable Variations:	AV List	AV Net	List Ext.	Net Ext.
	FOR 2" OR 3" L/Y SLT LTRS, ADD EA:	2.40	1.08		

AV Total List | Net : $ 0.00 0.00

Base List	Qty	Base Extension	AV Extension	Coats Total List	Discount %	Coats Total Net
2,100.10	0	0.00	0.00	0.00	55.00	0.00

COBRA™ FIRE FIGHTING AND ARC RESISTANT HOODS

List Price List

The *Cobra*™ hood line features our Comfort Plus™ (Nomex/Lenzing FR®) liner. The *Original Cobra* ™ hood line has the exact same features and construction as the Cobra hood line with the exception of the liner, which will be the same fabric as the outer shell.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

COBRA™ ULTIMATE™ with Comfort Plus™ Liner

Double ply hood featuring Comfort Plus™ liner. The Comfort Plus™ liner is the softest, most comfortable flame resistant liner available. Fabric wicks moisture off the skin, keeping the wearer drier and more comfortable. X-Long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	Suggested List Price
3038185	30180	Nomex ® (Meta Aramid) / Lenzing FR® with Comfort Plus™ Liner ⚠ Arc Rating: ATPV = 8.8 **HRC 2**	28.32
3038285	30179	PBI® / Lenzing FR® with Comfort Plus™ Liner	36.65
3038385	30177	P84® / Lenzing FR® with Comfort Plus™ Liner	36.34

Original COBRA™ ULTIMATE™

Double ply hood throughout; X-long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	Suggested List Price
3048085	30181	100% Nomex® (Meta Aramid)	34.95
3048285	30178	PBI® / Lenzing FR®	43.11
3048385	30176	P84® / Lenzing FR®	37.27
3049298	N/A	Carbon Shield™ ⚠ Arc Rating: ATPV = 23.3 **HRC 2**	40.26
3042284	New	Navy Meta Aramid / Lenzing FR®	31.35
3042185	New	Ara-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 10.7 **HRC 2**	26.45
3042093	New	Heather Gray Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 34.4 **HRC 3**	28.65
3042098	New	Black Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 32 **HRC 3**	30.27

Note: Hoods recommended for arc flash are indicated with a triangle arc symbol ⚠ and corresponding ATPV Arc Rating and Hazard Risk Category (HRC) Rating. The higher the ATPV rating the greater the protection.

2016 FOOTGEAR PRICE LIST

Effective 2/1/16

Series	Men's	Women's	Description	List Price
Structural	4301400	430140W	SUPRALITE™ 14" Pull-On	$570.00
	4311400	431140W	SUPRALITE™ 14" Pull-On (wide calf)	$775.00
	1201400	120140W	SUPREME™ 14" Pull-On	$550.00
	1211400	121140W	SUPREME™ 14" Pull-On (wide calf)	$755.00
	1201450	120145W	SUPREME™ 14" Pull-On, Berry Compliant	$590.00
	1211450	121145W	SUPREME™ 14" Pull-On (wide calf), Berry Compliant	$795.00
	1201480*	120148W	14" Pull-On, Proximity Berry Compliant	$835.00
	1211480*	121148W	14" Pull-On, Proximity (wide calf), Berry Compliant	$1,060.00
	1301400	130140W	SHADOW™ 14" Pull-On	$530.00
	1311400	131140W	SHADOW™ 14" Pull-on (wide calf)	$735.00
	G301300	G30130W	ONYX™ 13" Pull-On	$460.00
	1201210	120121W	Structural12" Zipper / Speed Lace	$615.00
Technical	2201010	220101W	Technical10" Zipper / Speed Lace	$595.00
Miscellaneous *(items size dependent)*	1902100	190210W	Footbeds – Regular Fit	$10.25
	1904100	190410W	Footbeds – Snug Fit	$10.25
	1932100	193210W	SUPRALITE™ Footbeds - Regular Fit	$13.50
	1934100	193410W	SUPRALITE™ EVA Insert - Snug Fit	$13.50
	19001000	1900100W	Zipper - 10" Technical Boots	$27.75
	19001200	1900120W	Zipper - 12" Structural Boots	$27.75
	1906100		60" NOMEX® Laces (10" Technical)	$9.25
	1906120		70" NOMEX® Laces (12" Structural)	$9.25
	1908100+		Socks – Large (sold by dozen - 12.25 per pair)	$143.40 $6.20 pr
	mark for		Customer name on individual boot box	$155.00 Net
	190755~		Refurbishing Service (see page 3) Restocking Fee	$20.00 Net

Globe FootGear Sizes:

Men's 5 – 16 (full and half sizes) plus 17 - 18 (full sizes only) in Narrow, Medium, Wide, and X-Wide widths.
*Men's 5 – 16 (full and half sizes) plus 17 in Narrow, Medium, Wide, and X-Wide widths
Women's 5 – 12 (full and half sizes) in Narrow, Medium, Wide, and X-Wide widths.

Miscellaneous footbeds and zipper styles are size specific; please include boot size and width with order.

+ Socks are shipped from Pittsfield, NH and must be on a separate purchase order from all other style numbers which are shipped from Auburn, ME. Socks are sold in multiples of 12 pairs.

Cairns® Traditional Helmets

Ordering Selection Matrix and Price List

All Prices in U.S. Dollars • **Prices Effective January 1, 2016**

MSA *The Safety Company*

A	B	C	D	E	F	G	H	I	K
Model	**Color**	**Eye/Face Protection**	**Headband Liners**	**Earlaps**	**Front Holder**	**Chinstrap**	**Trim Type**	**Trim Color**	**Accessory Type**
1 1010 171	1 Black	0 None * 0	1 Economy Flannel 30	1 Yellow Nomex 37	0 None 0	1 Nomex w/Quick Release 38	0 None * 0	1 Lime/Yellow (standard)	0 None 0
2 1010 w/Bourkes 236	2 Red	1 4" Tuffshield 70	2 Standard Flannel 43	2 Yellow Nomex w/Underchin Extension 45	1 6" Carved Brass Eagle 46	2 Nomex w/Quick Release & Postman's Slide 47	2 Reflexite (standard) 10	2 White * (Reflexite only)	A Low-Profile Goggle (10029699) 81
5 880 Tradition 133	3 Blue ◆	2 Cairns ESS Goggles 70	3 Deluxe Leather w/Crown Pad 56	3 PBI/Kevlar 61	2 6" Silk Screened Eagle 28		3 Scotchlite 14	3 Red/Orange *	B Low-Profile Hardware Only 14
6 880 Tradition w/Bourkes 198	4 White	4 ESS Innerzone 3 Goggles 76		4 PBI/Kevlar w/Underchin Extension 74	3 6" Silk Screened Maltese Cross 28			4 Blue * (Reflexite only)	C Additional Soft Goods Kit 85
7 1044 108	5 Yellow	5 ESS Innerzone 2 Goggles 81		5 Bloodborne Pathogen Resistant 57	4 5" Silk Screened Eagle † 28			5 Red/Orange Triple Trim (Scotchlite only)	
8 1044 w/Bourkes 173	6 Orange ◆	6 ESS Innerzone 1 Goggles 81		9 CFR Aluminized Bonnet w/PBI/Kevlar Shroud & Nomex Earlap ‡§ 714	5 5" Silk Screened Maltese Cross † 28			6 Lime/Yellow Triple Trim (Scotchlite only)	
9 1010 w/Defender Visor ■ 184	7 Green ‡◆	8 6" Gold-Coated Faceshield * 182		A Black Nomex 37	6 6" Carved Brass Beaver ‡ 46				
A 1010 Defender w/Bourkes ■ 249	8 Pink ◆	9 Faceshield for 880 w/5" front holder 63		B Black Nomex w/Underchin Extension ‡ 45	7 6" Carved Brass Dragon ‡ 46				
B 1044 w/Defender Visor ■ 117		B Defender Visor, Clear ■ 76							
C 1044 Defender w/Bourkes ■ 182		C Defender Visor, Amber Tuffshield ■ 83							
D 1010 Defender w/Faceshield ■ 252									
E 1044 Defender w/Faceshield ■ 186									

■ *Must specify Defender Visor in both "Model" and "Eye/Face Protection" selections*
◆ *Not available on 1044*
‡ *Not available with 880 Tradition*
† *Available with 880 Tradition only*
* *Not NFPA 1971 compliant*
§ *Not NFPA-1971 compliant when used with a Front Holder*

Column:	A	B	C	D	E	F	G	H	I	J	K	
C-TRD-	7	1	1	2	3	1	2	2		A		
	PART NUMBER											QUANTITY

A	C	D	E	F	G	H	
$108	$70.00	$43.00	$61.00	$46.00	$47.00	$10.00	= 385.00
							TOTAL HELMET LIST PRICE

ID 3600-28-MC-P / Sept 2015
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Vendor Contract Information

Back

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**

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

City of Mercedes

Memo

To: Olga Irene Rosas

Cc:

From: Tommy Ureste- Fire Chief

Date: 8/30/2016

Re: Urban County Funds

Morning,

I have received a quote from Casco for an order of 4 sets of fire gear in the amount of $ 12,184.16. I know the funds from urban county is in the amount of $10,000 and would like to cover the $2,184.16 with the ~~2016-2017~~ 2015/2016 fire budget from Acct 01-524-2155 (Uniforms). If you have any questions, please feel free to call or email me if anything else is needed.

Thank You,

Tommy Ureste

Fire Chief

RECEIVED
SEP - 7 2016
Urban County Program

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:

Vendor	Description	F
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	

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.	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	

Extended Product Information

Reference Number: 432-13
Part Number: Catalog
Vendor Website: http://www.cascoindustries.com
Full Description: 30% Discount Off of 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	

Vendor	Description	F
Casco Industries, Inc.	25% Discount Off Tempest pricelist for all Other Fire House Equipment and Supplies	!
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	!
Casco Industries, Inc.	20% Discount Off Globe 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: 20% Discount Off of Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and

Casco Industries, Inc.	18% Discount Off Microblaze pricelist for all Fire Fighting Foam	!
Casco Industries, Inc.	18% Discount Off Hale pricelist (No parts) for all Other Fire House Equipment and Supplies	!
Casco Industries, Inc.	12% Discount Off Zico pricelist for all Other Fire House Equipment and Supplies	!
Casco Industries, Inc.	11% Discount Off Groves - Reddy Rack pricelist for all Other Fire House Equipment and Supplies	!

Showing 1 to 25 of 28 entries

First Previous 1 2 Next Last

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:
2016-120462

Date Filed:
10/05/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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.
City of Mercedes Fire 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.
5016-50-0315-5000-5000
Purchase of Fire Station/Equipment (Bunker Gear)

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

SHERYL D HALL - ID NO. 3507 NOTARY PUBLIC BOSSIER PARISH, LA

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Agent Bob Yancy, this the 5th day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Doug Schaumburg
Printed name of officer administering oath

Pres / Owner
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:
2016-120462

Date Filed:
10/05/2016

Date Acknowledged:
10/05/2016

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.

City of Mercedes Fire 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.

5016-50-0315-5000-5000
Purchase of Fire Station/Equipment (Bunker Gear)

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-56774 **Urban County** **12. B.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program (UCP) is requesting consideration and approval of the following:
1. Resolution authorizing the submission of a 2016 Colonia Economically Distressed Areas Program (CEDAP) application in the amount of up to $1,000,000.00 and;
2. Authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the Texas Department of Agriculture's Texas Community Development Block Grant Program 2016 CEDAP Application.

BACKGROUND

This Resolution is required as part of the County's participation in the Texas Department of Agriculture (TDA) Texas Community Development Block Grant Program fund application. The funds will be utilized for first time sewer services and benefit low to moderate income persons residing in colonias. Please see attached resolution.

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 04:05 PM
Ivan Cantu	Ivan Cantu	10/07/2016 05:00 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Sandra Regalado		Started On: 10/06/2016 09:32 AM

Final Approval Date: 10/07/2016

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE 2016 COLONIA ECONOMICALLY DISTRESSED AREAS PROGRAM (CEDAP); AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Hidalgo County desires to develop a viable urban community including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of Hidalgo County to apply for funding under the 2016 Texas Community Development Block Grant Program - Colonia Economically Distressed Areas Program (CEDAP);

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program Application for the Colonia Economically Distressed Areas Program (CEDAP)is hereby authorized to be filed on behalf of Hidalgo County with the Texas Department of Agriculture.

2. That the County's application be placed in competition for funding under the 2016 Colonia Economically Distressed Areas Program (CEDAP).

3. That the application be up to $1,000,000 of grant funds to provide first-time sewer services for low and moderate-income persons residing in colonias.

4. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED THIS _____ DAY OF OCTOBER, 2016.

ATTEST:

_____
Ramon Garcia, County Judge
Hidalgo County, Texas

_____
Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas

AI-56738 **Urban County** **12. C.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Peñitas is requesting approval of a best and final negotiated contract for professional engineering services with Lefevre Engineering & Management Consulting, LLC, in the amount of $7,500.00 utilizing CDBG FY 29 (2016) Peñitas Sidewalk funds.
2. Requesting approval of Work Authorization No. 1- "2016 Peñitas Sidewalk" in the amount of $7,500.00.

BACKGROUND

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm of Lefevre Engineering & Management Consulting, LLC for the purpose of professional engineering services for the 2016 Peñitas Sidewalk Project. See attached negotiated contract and Work Authorization No. 1.

CONTRACT AMOUNT: $7500.00

FUNDS AVAILABLE: $32,00.00 Peñitas Sidewalk

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/05/2016 02:44 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Olga Lerma		Started On: 10/03/2016 03:22 PM

Final Approval Date: 10/07/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **13th day of October, 2016** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Lefevre Engineering & Management Consulting, LLC** of Mc Allen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Peñitas- Sidewalk Project.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. **Scope of Services.** The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **October 13, 2016,** and will expire **October 13, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared

under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D",

attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return

receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: **Hidalgo County Urban County**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **Lefevre Engineering & Management Consulting, LLC.**
Attn: Richard LeFevre, P.E. President
612 Nolana, Suite 520
Mc Allen, Texas 78504

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

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

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

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: October 13, 2016.

ENGINEER:
LeFevre Engineering & Management Consulting, LLC.

By: _____

Printed Name Richard Lefevre P.E.

Title: Owner

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

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Urban County Program – City of Penitas – Sidewalks Project

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, Urban County Program on behalf of the City of Penitas proposes to the reconstruction of sidewalks along S. Main Street to include but not limited to, adjacent abutting streets within the same general vicinity.

Contract Amount: $7,500.00

Task 1 – Survey & Geotechnical

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. Conduct Geotechnical Services including bores for Geotechnical Report with recommendations with regards to asphalt construction.

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, Inspection, and Material Testing

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"). Material Testing will be including and testing will be performed with regards to specifications and plans for proctors and cores required for evaluation of asphalt parking lot and subsurface compaction.

EXHIBIT C
-Engineer Contract Rates

Urban County Program – City of Penitas – Sidewalks Project

Engineering Cost Proposal and Fee Breakdown

Basic Engineering		**$2,800.00**
Inspection		**$1.200.00**
Construction Administration		**$1,500.00**
Survey Topography		**$1,000.00**
Geotech & Material Testing		**$1,000.00**
	Total	**$7,500.00**

	Hourly Fees
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

September 30, 2016

Submitted to:
Diana R. Serna
Director
c/o Urban County Program

Re: Best and Final Offer – Urban County Program – City of Penitas – Sidewalk Project

Ms. Serna:

As requested, please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Engineering & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project.

Engineering Cost Proposal and Fee Breakdown by:		
LeFevre Engineering & Management Consulting, LLC		
Survey/Topography		$ 1,000
Basic Engineering		$ 2,800
Construction Administration		$ 1,500
Inspection		$ 1,200
Geotech & Material Testing		$ 1,000
Total		$ 7,500

The above price does not include survey for acquisition of any and all easements required for construction of this project. The survey included in pricing is only to be used for engineering requirements and NOT for acquisition of properties, property disputes, etc. Any survey to be used for acquisition of properties, boundary searches, etc., that will need a registered land surveyor will need to be added as additional services or provided by others.

Please call me if you should have any questions at (956) 687-5362.

Respectfully yours,

Richard LeFevre, P.E.
President

CC: \\server\lemc\5 Projects\Hidalgo\Peñitas\Contract\Sidewalk\BAFO - Penitas-Sidewalk- FINAL.docx

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1 .

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Lefevre Engineering & Management Consulting, LLC** professional engineers of **Mc Allen,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$7,500.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. 5016-60-0312-5000-6000-UCP-GVG
Purchase Order Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1 .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **October 13, 2016** as indicated below and effective as of **13th day of October, 2016 .**

THE ENGINEER:
LEFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

_____
By: Richard Lefevre P.E Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Urban County Program – City of Penitas – Sidewalks Project

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, Urban County Program on behalf of the City of Penitas proposes to the reconstruction of sidewalks along S. Main Street to include but not limited to, adjacent abutting streets within the same general vicinity.

Contract Amount: $7,500.00

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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. Conduct Geotechnical Services including bores for Geotechnical Report with recommendations with regards to asphalt construction.

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

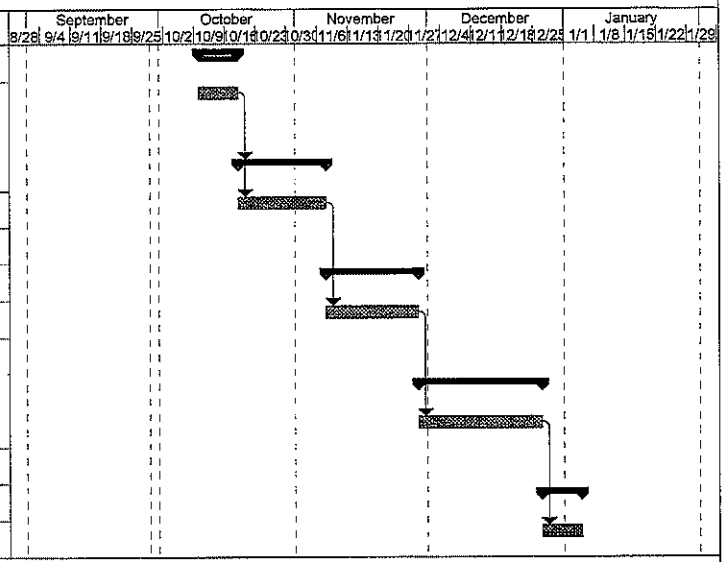
A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction, Inspection, and Material Testing

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"). Material Testing will be including and testing will be performed with regards to specifications and plans for proctors and cores required for evaluation of asphalt parking lot and subsurface compaction.

CITY OF PENITAS - SIDEWALK IMPROVEMENT PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**Project Start Up**	7 days	Mon 10/10/16	Tue 10/18/16		
2	Define Scope of Work and Tasks	7 days	Mon 10/10/16	Tue 10/18/16		
3						
4	Survey	14 days	Wed 10/19/16	Mon 11/7/16	2	
5	Design Topography	14 days	Wed 10/19/16	Mon 11/7/16	2	
6						
7	**Preliminary Plans (30% Submittal)**	15 days	Tue 11/8/16	Mon 11/28/16		
8	Preliminary Plans and Specifications	15 days	Tue 11/8/16	Mon 11/28/16	5	
9						
10	**60-90% Submittal of Plans and Specifications**	20 days	Tue 11/29/16	Mon 12/26/16		
11	Plans and Specifications	20 days	Tue 11/29/16	Mon 12/26/16	8	
12						
13	**100% Submittal**	7 days	Tue 12/27/16	Wed 1/4/17		
14	Final Plans & Specifications	7 days	Tue 12/27/16	Wed 1/4/17	11	



Date: Thu 9/29/16

Task	External Tasks	Duration-only	External Tasks
Split	External MileTask	Manual Summary Rollup	External Milestone
Milestone	Inactive Milestone	Manual Summary	Progress
Summary	Inactive Summary	Start-only	Split
Project Summary	Manual Task	Finish-only	

LeFEVRE

City of Peñitas - Sidewalk Improvement Project EOPCC

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
P205 City of Penitas - Sidewalk Improvement Project					
General Project					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage	LS	1	$ 2,500.00	$ 2,500.00
Total General Project				$	**2,500.00**
City of Peñitas -Sidewalk Improvement Project					
2-1	Remove and Replace Concrete Sidewalk as per plans and specifications (Approx. 220 LF of Concrete Sidewalk meeting ADA requirements); complete in place	LS	1	$ 22,000.00	$ 22,000.00
City of Peñitas -Sidewalk Improvement Project				$	**22,000.00**
	Total General Project			$	**2,500.00**
	City of Peñitas -Sidewalk Improvement Project			$	**22,000.00**
	TOTAL BASE BID PRICE			$	***24,500.00***

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING LLC
Texas Registered Engineering Firm F-11722

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Lefevre Engineering & Management Consulting, LLC.** Professional Engineers of, **Mc Allen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2016** concerning Engineering for **Professional Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
LEFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

_____
By: Richard Lefevre, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2016

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	
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 :	

INSURED: LeFevre Engineering & Management Consulting, LLC
612 Nolana Suite 520
McAllen, Tx 78504

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? Y/N [X] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	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	08/19/2016	08/19/2017	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 - Urban County Program
427 E. Duranta Ave., Ste. 107
Alamo, Texas 78516

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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:
2016-117865

Date Filed:
09/29/2016

Date Acknowledged:

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

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 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.

5016-60-0312-5000-6000
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 29th day of September, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Eric Cantu
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:
2016-117865

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LeFevre Engineering & Management Consulting, LLC
McAllen, TX United States

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Hidalgo County Urban County Program

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5016-60-0312-5000-6000
Engineering Services

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		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-56739 **Urban County** **12. D.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Subject to Compliance with HB 1295, when and if Applicable, the Urban County Program on behalf of the City of Peñitas is requesting approval of a best and final negotiated contract for professional engineering services with Lefevre Engineering & Management Consulting, LLC, in the amount of $17,960.00 utilizing CDBG FY 29 (2016) Peñitas Other Public Facility Improvements funds.
2. Requesting approval of Work Authorization No. 1- "2016 Peñitas Other Public Facility Improvements" in the amount of $17,960.00.

BACKGROUND

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm of Lefevre Engineering & Management Consulting, LLC for the purpose of professional engineering services for the 2016 Peñitas Other Public Facility Improvements Project. See attached negotiated contract and Work Authorization No. 1.

CONTRACT AMOUNT: $17,960.00

FUNDS AVAILABLE: $75,000.00 2016 Peñitas Other Public Facility Improvements

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Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/05/2016 02:42 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Olga Lerma		Started On: 10/03/2016 03:35 PM

Final Approval Date: 10/07/2016

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **13th day of October, 2016** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Lefevre Engineering & Management Consulting, LLC** of Mc Allen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"Engineering Services"** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services;

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Peñitas- Other Public Facility Improvements Project.**

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Non-Exclusive Services of Engineer. Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement is for a period of **one (1) year**, effective **October 13, 2016,** and will expire **October 13, 2017** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. **Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer's Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. **Reporting.** The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared

under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D",

attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

22. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return

receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: **Hidalgo County Urban County**
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **Lefevre Engineering & Management Consulting, LLC.**
Attn: Richard LeFevre, P.E. President
612 Nolana, Suite 520
Mc Allen, Texas 78504

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

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

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

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

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

29. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

30. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

31. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: October 13, 2016.

ENGINEER:
LeFevre Engineering & Management Consulting, LLC.

By: _____

Printed Name Richard Lefevre P.E.

Title: Owner

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

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Urban County - City of Penitas - Other Public Facilities and Improvements

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, Urban County Program on behalf of the City of Penitas proposes to the construction of a parking lot at the Penitas Public Library, including adjacent/abutting streets, within the same general vicinity and any related appurtenances.

Contract Amount: $17,960.00

Task 1 – Survey & Geotechnical

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. Conduct Geotechnical Services including bores for Geotechnical Report with recommendations with regards to asphalt construction.

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, Inspection, and Material Testing

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"). Material Testing will be including and testing will be performed with regards to specifications and plans for proctors and cores required for evaluation of asphalt parking lot and subsurface compaction.

EXHIBIT C
-Engineer Contract Rates

Urban County Program – City of Penitas – Other Public Facilities and Improvements

Engineering Cost Proposal and Fee Breakdown

Basic Engineering		**$6,250.00**
Inspection		**$1.960.00**
Construction Administration		**$1,500.00**
Survey Topography		**$2,000.00**
Geotech & Material Testing		**$6,250.00**
	Total	**$17,960.00**

	Hourly Fees
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

September 30, 2016

Submitted to:
Diana R. Serna
Director
c/o Urban County Program

Re: Best and Final Offer – Urban County Program – City of Penitas – Other Public Facility Improvements Project

Ms. Serna:

As requested, please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Engineering & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project.

Engineering Cost Proposal and Fee Breakdown by:		
LeFevre Engineering & Management Consulting, LLC		
Survey/Topography		$ 2,000
Basic Engineering		$ 6,250
Construction Administration		$ 1,500
Inspection		$ 1,960
Geotech & Material Testing		$ 6,250
Total		$ 17,960

The above price does not include survey for acquisition of any and all easements required for construction of this project. The survey included in pricing is only to be used for engineering requirements and NOT for acquisition of properties, property disputes, etc. Any survey to be used for acquisition of properties, boundary searches, etc., that will need a registered land surveyor will need to be added as additional services or provided by others.

Please call me if you should have any questions at (956) 687-5362.

Respectfully yours,

Richard LeFevre, P.E.
President

CC: \\server\lemc\5 Projects\Hidalgo\Penitas\Contract\Parking Lot\BAFO - Penitas-Parking Lot- FINAL.docx

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Lefevre Engineering & Management Consulting, LLC** professional engineers of **Mc Allen,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide **Professional Engineering Services**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$17,960.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **4** of the Agreement.

PART 4. FUNDING
This Work Authorization No. **1** shall be funded through funding source:
Account No. **5016-60-0300-5000-6000-UCP-GVG**
Purchase Order Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 1 .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

BY: _____
Diana R. Serna, Director

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **October 13, 2016** as indicated below and effective as of **13th day of October, 2016 .**

THE ENGINEER:
LEFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

_____
By: Richard Lefevre P.E Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Engineer the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Engineer.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Urban County - City of Penitas - Other Public Facilities and Improvements

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, Urban County Program on behalf of the City of Penitas proposes to the construction of a parking lot at the Penitas Public Library, including adjacent/abutting streets, within the same general vicinity and any related appurtenances.

Contract Amount: $17,960.00

Task 1 – Survey & Geotechnical

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. Conduct Geotechnical Services including bores for Geotechnical Report with recommendations with regards to asphalt construction.

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

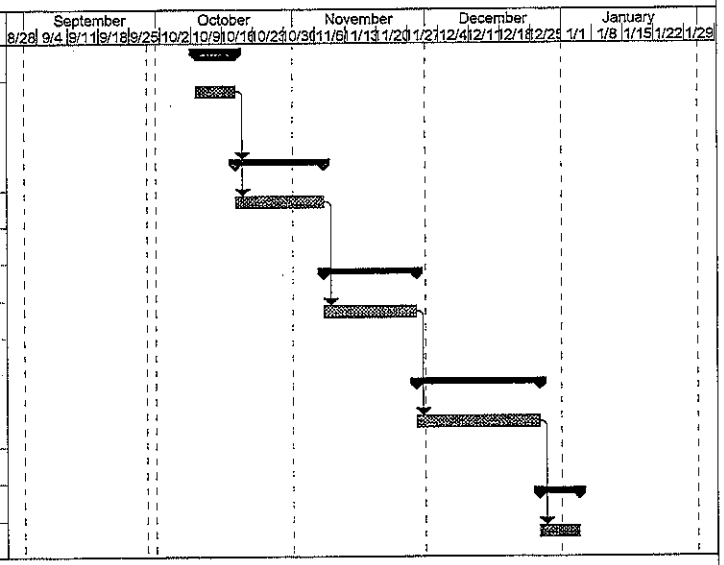
A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction, Inspection, and Material Testing

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"). Material Testing will be including and testing will be performed with regards to specifications and plans for proctors and cores required for evaluation of asphalt parking lot and subsurface compaction.

CITY OF PENITAS - LIBRARY PARKING LOT IMPROVEMENT PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	**Project Start Up**	7 days	Mon 10/10/16	Tue 10/18/16		
2	Define Scope of Work and Tasks	7 days	Mon 10/10/16	Tue 10/18/16		
3						
4	**Survey**	14 days	Wed 10/19/16	Mon 11/7/16	2	
5	Design Topography	14 days	Wed 10/19/16	Mon 11/7/16	2	
6						
7	**Preliminary Plans (30% Submittal)**	15 days	Tue 11/8/16	Mon 11/28/16		
8	Preliminary Plans and Specifications	15 days	Tue 11/8/16	Mon 11/28/16	5	
9						
10	**60-90% Submittal of Plans and Specifications**	20 days	Tue 11/29/16	Mon 12/26/16		
11	Plans and Specifications	20 days	Tue 11/29/16	Mon 12/26/16	8	
12						
13	**100% Submittal**	7 days	Tue 12/27/16	Wed 1/4/17		
14	Final Plans & Specifications	7 days	Tue 12/27/16	Wed 1/4/17	11	



Date: Thu 9/29/16

Task		External Tasks		Duration-only		External Tasks	
Split		External MileTask		Manual Summary Rollup		External Milestone	
Milestone		Inactive Milestone		Manual Summary		Progress	
Summary		Inactive Summary		Start-only		Split	
Project Summary		Manual Task		Finish-only			

LeFEVRE ENVIRONMENTAL

Exhibit "D"

City of Peñitas - Library Parking Lot Improvement Project EOPCC

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
P205 City of Peñitas - Library Parking Lot Improvement Project					
General Project					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage	LS	1	$ 3,000.00	$ 3,000.00
1-3	Clearing & Grubbing, Earthwork to Proposed Sub-grade elevation and haul excess excavated material to a designated site by the City of Peñitas, as per the plans and specifications; complete in place	LS	1	$ 1,500.00	$ 1,500.00
Total General Project				**$**	**4,500.00**
City of Peñitas - Library Parking Lot Improvement Project					
2-1	Furnish and Install Parking Lot at City of Peñitas Library as per plans and specifications (Approx. 600 SY of Asphalt, Drainage, Curb & Gutter, Retaining Wall); complete in place	LS	1	$ 52,500.00	$ 52,500.00
City of Peñitas - Library Parking Lot Improvement Project				**$**	**52,500.00**
	Total General Project			**$**	**4,500.00**
	City of Peñitas - Library Parking Lot Improvement Project			**$**	**52,500.00**
	TOTAL BASE BID PRICE			***$***	***57,000.00***

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Lefevre Engineering & Management Consulting, LLC.** Professional Engineers of, **Mc Allen,** Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2016** concerning Engineering for **Professional Engineering Services** hereinafter referred to as the ("**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
LEFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

_____
By: Richard Lefevre, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2016

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] HIRED AUTOS [X] SCHEDULED 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	08/19/2016	08/19/2017	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	CANCELLATION
Hidalgo County - Urban County Program 427 E. Duranta Ave., Ste. 107 Alamo, Texas 78516	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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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:
2016-117867

Date Filed:
09/29/2016

Date Acknowledged:

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

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 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.

5016-60-0300-5000-6000
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 29th day of September, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Eric Cantu — 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:
2016-117867

Date Filed:
09/29/2016

Date Acknowledged:
09/30/2016

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 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.
5016-60-0300-5000-6000
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

AI-56793 **Urban County** **12. E.**

CC - REGULAR

Meeting Date: 10/13/2016

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 Granjeno, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Granjeno Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Raba-Kistner Consultants, Inc.	98.67%	
Earth Co.	84.67%	
Fulcrum Consultants, Inc.	82.67%	

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

BACKGROUND

Project consists of the continued development and construction of Granjeno Park - Phase II to include items not completed in Phase I such as the construction of a vented hexagon canopy with electrical outlets, kiosk square single post, basketball court, sand volleyball court, purchase and installation of exercise and fitness work out stations and the purchase and installation of park equipment (to include but not limited to a playscapes, swing set, plastic timbers, surfacing material, picnic tables, benches, litter receptacles, and related equipment). Project will also include advertisements, professional service fees, material testing fees, and related appurtenances, etc. Location: Granjeno Park: 6607 South FM 494 Granjeno TX, 78572.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban Co. funds.

Attachments

2016 Parks, Recreational Facility Grading-Ranking Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 01:29 PM
Ivan Cantu	Ivan Cantu	10/06/2016 03:42 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Olga Lerma Started On: 10/06/2016 01:18 PM

Final Approval Date: 10/07/2016

City of Granjeno
Professional Engineering-Material Testing Services
2016 Parks, Recreational Facility Improvements
Grading-Ranking Grid

Criteria	Raba-Kistner Consultants, Inc.			Earth Co.			Fulcrum Consultants, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	25	25	24	23	25	18	20	25	18
Experience of Project Team	20	20	20	20	16	14	16	20	14
Experience/ Availability of Project Manager	20	20	20	20	20	15	16	17	15
Understanding of Project	23	24	25	21	20	19	20	23	19
Familiarity with Applicable Rules & Regulations	10	10	10	7	6	10	9	6	10
TOTALS	98	99	99	91	87	76	81	91	76
AVERAGES	296 % 3 = 98.67%			254 % 3 = 84.67%			248 %3 = 82.67%		
RATING									

RECEIVED
OCT - 4 2016
Urban County Program

EXHIBIT "B"

Evaluation Criteria and Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	TOTAL	25
Meets all criteria		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
Meets all criteria		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	TOTAL	23
Needs improvement on information layout		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
Meets all criteria		
	TOTAL SCORE:	98

Project Name: 2016 Granjeno Parks, Recreational Facilities Improvements
Department: Hidalgo County UCP = City of Granjeno
Firm/Participant: Name: Raba-Kistner Consultants, Inc.
Evaluator: Yvette Cabrera - Mayor Date: 9-20-2016

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	30
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ 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	5
Comments/Rationale for points: Must address appropriate Federal, State and local regulations	TOTAL	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	10
	TOTAL SCORE:	99

Project Name: 2016 Granjeno Parks, Recreational Facilities Improvements

Department: Hidalgo County Urban County Program

Firm/Participant Name: Raba-Kistner Consultants, Inc.

Evaluator: Antonio Danco Date: 8-31-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	TOTAL	24
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ 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
Comments/Rationale for points:	TOTAL	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
	TOTAL SCORE:	99

Project Name: 2016 Granjeno Parks, Rec. Fac. Improvements

Department:: Urban County

Firm/Participant: Name: Raba-Kistner Consultants, Inc.

Evaluator: Heidi Garcia Ortiz Date: 09/26/16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	9
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	23
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	**5**	3
Comments/Rationale for points:	**TOTAL**	7
	TOTAL SCORE:	91

Project Name: 2016 Granjeno Parks, Recreational Facility Improvments

Department: Hidalgo County Urban County Program – City of Granjeno

Firm/Participant: Name: Earth Co.

Evaluator: Mayor Yvette Cabrera Date: 9-21-2016

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	8 AB
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8 AB
Comments/Rationale for points: Did not elaborate on staff to perform work.	TOTAL	16
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points: Must address appropriate rules and regulations, information to be gathered and RFQ responsive	TOTAL	20
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	5	3
Comments/Rationale for points: Must include a complete narrative of appropriate regulations and past experience	TOTAL	6
	TOTAL SCORE:	87

Project Name: 2016 Granjeno Parks, Recreational Facility Improvments

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Earth Co.

Evaluator: Antonio Barco Date: 8-31-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	7
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	7
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	TOTAL	18
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	7
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	7
Comments/Rationale for points:	TOTAL	14
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	7
Comments/Rationale for points:	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	8
➢ 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	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	TOTAL	19
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
	TOTAL SCORE:	76

Project Name: 2016 Granjeno Parks, Rec. Fac. Improvements

Department:: Urban County

Firm/Participant: Name: Earth Co.

Evaluator: Heidi Garcia Ortiz Date: 09/26/16

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	8
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	9
➢ A list of various projects for comparative purposes	5	3
Comments/Rationale for points:	**TOTAL**	20
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	9
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	7
Comments/Rationale for points:	**TOTAL**	16
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	**TOTAL**	16
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	9
➢ 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	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	3
Comments/Rationale for points:	**TOTAL**	20
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	**5**	5
Comments/Rationale for points:	**TOTAL**	9
	TOTAL SCORE:	81

Project Name: 2016 Granjeno Parks, Recreational Facility Improvments

Department: Hidalgo County Urban County Program – City of Granjeno

Firm/Participant: Name: Fulcrum

Evaluator: Mayor Yuette Cabrera Date: 9-21-2016

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM – (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	9
Comments/Rationale for points: Did not mention type of equipment to be utilized	TOTAL	17
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Must demonstrate understanding of the project and RFQ responsive	TOTAL	23
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	5	3
Comments/Rationale for points: Must clearly indicate past experience and a complete narrative	TOTAL	6
	TOTAL SCORE:	91

Project Name: 2016 Granjeno Parks, Recreational Facility Improvments

Department: Hidalgo County Urban County Program

Firm/Participant: Name: Fulcrum

Evaluator: Antonio Barco Date: 8-31-16

EXHIBIT "B"

Evaluation Criteria Form
Hidalgo County
(Including all funding sources, programs, and entities)
"Professional Engineering Services – Construction Materials Geo-Technical Testing Pool"
RFQ NO: 2016-003-02-17-HGO

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	7
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	7
➢ A list of various projects for comparative purposes	5	4
Comments/Rationale for points:	TOTAL	18
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	7
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	7
Comments/Rationale for points:	TOTAL	14
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	7
Comments/Rationale for points:	TOTAL	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	8
➢ 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	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points:	TOTAL	19
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points 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, guidelines, standard and polices	5	5
Comments/Rationale for points:	TOTAL	10
	TOTAL SCORE:	76

Project Name: 2016 Granjeno Parks, Rec. Fac. Improvements

Department:: Urban County

Firm/Participant: Name: Fulcrum Consultants, Inc.

Evaluator: Heidi Garcia Ortiz Date: 09/26/16

AI-56794 **Urban County** **12. F.**

CC - REGULAR

Meeting Date: 10/13/2016

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 Granjeno, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) Granjeno Parks, Recreational Facility Improvement funds.

Professional Service Firm	Grade	Ranked
Hinojosa Engineering, Inc.	95.67%	
Land Tech, Inc.	90.33%	
Terracon Consulting Engineers	88.00%	

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) Granjeno Parks, Recreational Facility Improvement project.

BACKGROUND

Project consists of the continued development and construction of Granjeno Park - Phase II to include items not completed in Phase I such as the construction of a vented hexagon canopy with electrical outlets, kiosk square single post, basketball court, sand volleyball court, purchase and installation of exercise and fitness work out stations and the purchase and installation of park equipment (to include but not limited to a playscapes, swing set, plastic timbers, surfacing material, picnic tables, benches, litter receptacles, and related equipment). Project will also include advertisements, professional service fees, material testing fees, and related appurtenances, etc. Location: Granjeno Park: 6607 South FM 494 Granjeno TX, 78572.

Fiscal Impact

Attachments

Grading-Ranking Grid Engineering Services

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 02:35 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Olga Lerma Started On: 10/06/2016 01:32 PM

Final Approval Date: 10/07/2016

City of Granjeno
Engineering Services
Parks, Recreational Facility Improvements Project
Year 29 (2016)
Grading-Ranking Grid

Criteria	Hinojosa Engineering, Inc.			Land Tech, Inc.			Terracon Consulting Engineers		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	18	18	20	20	20	20	20
Experience of Project Team	25	25	22	25	25	25	20	25	25
Experience/ Availability of Project Manager	19	20	16	18	18	20	15	20	17
Understanding of Project	25	23	24	18	22	25	17	21	24
Familiarity with Applicable Rules & Regulations	10	10	10	6	3	7	8	3	9
TOTALS	99	98	90	85	89	97	80	89	95
AVERAGES	287 % 3 = 95.67%			271 % 3 = 90.33%			264 %3 = 88.00%		
RATING									

RECEIVED
OCT - 4 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:		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:		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:		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:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
	Total Score	99

Firm/Participant's Name: Hinojosa Engineering, Inc.

Evaluator: Mayor Yvette Cabrera Department: HC-Urban County Program

Project Name: 2016 Granjeno Parks, Rec. Fac. Imp. Date: 9-21-2016

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

EXHIBIT "B"

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

Evaluator: Antonio Barco Department: HC- Urban County Program

Project Name: 2016 Granjeno Parks, Rec. Fac. 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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Multiple certified/registered engineers on firm.		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meets criteria.		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Meets general criteria.		TOTAL 16
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	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Demonstrates understanding of governmental policies		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: Firm shows knowledge with applicable rules & regulations.		TOTAL 10
Total Score		90

Firm/Participant's Name: Hinjosa Engineering, INC

Evaluator: [signature] Department: HCCUCP

Project Name: Granjeno-2016 Parks, Rec. Project Date: September 07, 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	3
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	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:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 6
Total Score		85

Firm/Participant's Name: Land Tech, Inc.

Evaluator: Mayor Yvette Cabrer Department: HC- Urban County Program

Project Name: 2016 Granjeno Parks, Rec. Fac. Imp. Date: 9-21-2016

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

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Meets most criteria, but does not have (5) types of projects		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	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	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must include Appropriate Federal, State & Local regs.		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: Did not include past experience or a narrative of Applicable rules & Regs.		TOTAL 3
	Total Score	89

Firm/Participant's Name: Land Tech, Inc.

Evaluator: Antonio Barco Department: HC- Urban County Program

Project Name: 2016 Granjeno Parks, Rec. Fac. 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: Neat. Various Certified/Registered 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	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: 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	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	3
Comments/Rationale For Points: Unable to identify compliance with governmental regulations/guidelines		TOTAL 7
Total Score		97

Firm/Participant's Name: Terracon Consulting Engineers

Evaluator: YBelasquez Department: HC-UCP

Project Name: Granjeno-2016 Parks, Rec. Project Date: September 06, 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	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets 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	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points: Needs Improvement, but did meet criteria		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	3
➢ 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	9
Comments/Rationale For Points: Needs more organization. Information requested not found.		TOTAL 15
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	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	3
Comments/Rationale For Points: Difficult to Evaluate. Not organized properly		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	05
Comments/Rationale For Points: Did not locate narrative		TOTAL 8
Total Score		80

Firm/Participant's Name: Terracon Consulting Engineers

Evaluator: Mayor Yvette Cabrera Department: HC-Urban Services Program

Project Name: 2016 Granjeno Parks, Rec. Fac. Imp. Date: 9-21-2016

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

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100% involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Meets most criteria but must address Applicable rules & regulations and be more RFQ responsive		TOTAL 17
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Must address past experience and provide a narrative on Applicable rules and Regulations.		TOTAL 6
	Total Score	89

Firm/Participant's Name: Terracon Consulting Engineers

Evaluator: Mr. Louis Barrera Department: HC- Urban County Program

Project Name: 2016 Granjeno Parks, Rec. Fac. 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: Multiple certified/registered engineers on firm.		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 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	7
Comments/Rationale For Points: Unable to locate percentage of involvement.		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 24
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		95

Firm/Participant's Name: Landtech, INC

Evaluator: [signature] Department: HC-UCP

Project Name: Granjeno 2016-Parks, Rec. Proj. Date: September 07, 2016

AI-56744 **Urban County** **12. G.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Parcel #1 from Mr. Efrain J. Sanchez in the amount of $6,000.00 for the La Homa Street Improvements Project for the City of Palmview.

BACKGROUND

Land acquisition to include Parcel #1, a right-of-way for the La Homa Street Improvements Project, will include funding from the Palmview Street Improvements line items from various UCP- CDBG funding years.

Funding Available: $105,317.53 2012 Street Improvements
$239,586.74 2013 Street Improvements
$246,975.00 2016 Street Improvements
$591,879.27 Total

Fiscal Impact

Attachments

Parcel #1 La Homa Road land acquisition backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/04/2016 09:54 AM
Glinda Pacheco	Glinda Pacheco	10/06/2016 10:10 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Olga Lerma		Started On: 10/04/2016 09:15 AM
Final Approval Date: 10/07/2016		

September 16, 2016

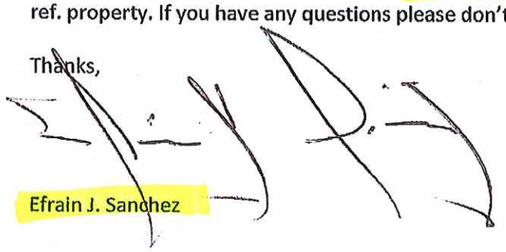
To: Victor Gallardo
PCT 3 ROW Agent

From: Efrain J. Sanchez
4306 Canadiana LN
Mission, TX 78572

Ref:Being A 0.023 (983.14 S.F.) Acre Tract of Land Out Of Lot 19, West Highway Subdivision, Hidalgo County, Texas, As Recorded In Vol. 15, PG 40 Map Record of Hidalgo County, Texas.

This memorandum will serve to advice that I accept your offer of $6,000 for the purchase of the above ref. property. If you have any questions please don't hesitate to let me know.

Thanks,



Efrain J. Sanchez

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMO

Joe M. Flores
County Commissioner Pct. No. 3

To: Commissioner's Court

From: Victor Gallardo ROW Agent
Hidalgo County Precinct No. 3

Date: September 28, 2016

RE: La Homa Road Bridge Project
Jaime Sanchez Parcel #1

Attached please find letter provided by property owner for above-mentioned project.

Settlement Offer: $6,000.00

Appraised Value: $1,966.00

Difference: $4,034.00

Owner has made improvements after appraisal was done. (Driveway and portable building installed on property)

Approved: _____

Not Approved: _____

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

GENERAL NOTES:
ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78559
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:
1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

SYMBOL LEGEND
- ● – FND. 1/2" IRON ROD
- ⊘ – FND. 60-D NAIL
- ◉ – FND. 1/2" IRON PIPE
- ○ – SET. 1/2" IRON ROD

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	5,839.60	145.21	01°25'29"	145.21	N77°14'56"W
C2	1,505.46	113.57	04°19'21"	113.55	S76°40'44"E
C3	1,533.00	7.42	04°42'16"	7.42	S79°33'23"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S74°34'59"E	14.75'

METES AND BOUNDS
RIGHT-OF-WAY DEDICATION

BEING A 0.023 (983.14 S.F.) ACRE TRACT OF LAND OUT OF LOT 19, WEST HIGHWAY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 15, PG. 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT POINT FOR THE SOUTHEAST CORNER OF LOT 19, WEST HIGHWAY SUBDIVISION, SAID POINT BEING ON A CURVE FOR THE NORTH RIGHT OF WAY LINE OF U.S. BUSINESS HWY. 83, AND THE SOUTH LINE OF LOT 1, BLOCK 1, MISSION GROVES ESTATES, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

THENCE IN A WESTERLY DIRECTION WITH THE NORTH RIGHT OF WAY LINE OF U.S. BUSINESS 83, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 5839.60 FEET, AN ARC LENGTH OF 145.21 FEET, A CHORD BEARING OF NORTH 77°14'56" WEST, A CHORD LENGTH OF 145.21 FEET AND A DELTA OF 01°25'29", TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON SAID NORTH RIGHT OF WAY LINE OF U.S. BUSINESS 83, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

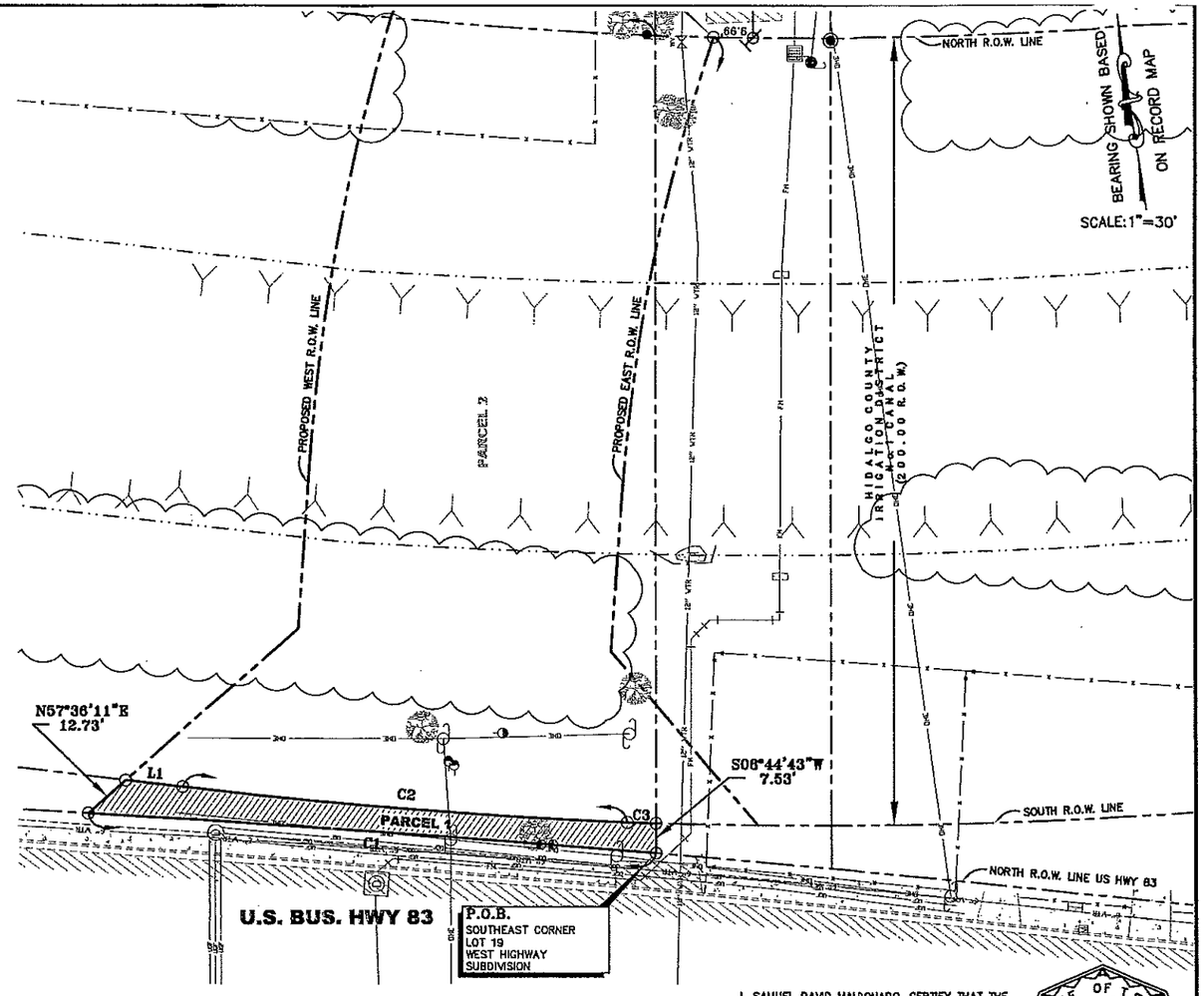
THENCE NORTH 57°36'11" EAST, A DISTANCE OF 12.73 FEET, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 MAIN CANAL, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 74°34'59" EAST, A DISTANCE OF 14.75 FEET, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 MAIN CANAL, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET, FOR POINT OF CURVATURE;

THENCE IN A EASTERLY DIRECTION, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1505.46 FEET, AN ARC LENGTH OF 113.57 FEET, A CHORD BEARING OF SOUTH 76°40'44" EAST, A CHORD LENGTH OF 113.55 FEET, AND A DELTA OF 04°19'21" ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET, FOR A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING IN A EASTERLY DIRECTION, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1,563.02 FEET, AN ARC LENGTH OF 7.42 FEET, A CHORD BEARING OF SOUTH 79°33'23" EAST, A CHORD LENGTH OF 7.42 FEET, AND A DELTA OF 04°42'16" ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°44'33" WEST, A DISTANCE OF 7.53 FEET, PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 1, BLOCK 1, MISSION GROVES ESTATES, TEXAS, TO THE POINT OF BEGINNING, CONTAINING 0.023 (983.14 S.F.) TRACT OF LAND MORE OR LESS



GF(983.14) Tract

PLAT SHOWING PARCEL 1

BEING A 0.023 (983.14 S.F.) ACRE TRACT OF LAND OUT OF LOT 19, WEST HIGHWAY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 15, PG. 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

STATE OF TEXAS · REGISTERED · SAMUEL D. MALDONADO 6027 · PROFESSIONAL LAND SURVEYOR

4/28/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD
PHARR, TEXAS 78577
SURVEY FIRM REGISTRATION
TEL: (956) 702-5580
FAX: (956) 702-5583
101416-00

JOB NUMBER
ENG 14.004

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: North side of U.S. Business Highway 83, in-between Bentsen Palm Drive and Breyfogle Road, within the ETJ of Palmview, Texas
District: N/A

Property Owner: Efrain Jaime Sanchez
Parcel: 1

Address of Property Owner: 4306 Canadiana Lane, Mission, Texas
ROW CSJ: N/A

Occupant's Name: Vacant
Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition
Highway: La Homa Road Bridge County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and Sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $1,966 as of January 6, 2016, based upon my independent appraisal and the exercise of my professional judgment;

That on January 6, 2016, (date)(s), I personally inspected in the field the property herein appraised; that I afforded Efrain Jaime Sanchez, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 6, 2016 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo Precinct No. 3, the Texas Department of Transportation, and/or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature
General Real Estate Appraiser (TX 1328375 – General)
Certification Number

January 12, 2016
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permission granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser, and Mike Navarro, Appraiser Trainee, with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser. However, he is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, i.e., a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan.

This appraisal has been completed with the extraordinary assumption that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

(d) "In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway."

I have performed no other appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

Assumptions and Limiting Conditions

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use for which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property and is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Jurisdictional Exception

Jurisdictional Exception is defined in the Uniform Standards of Professional Appraisal Practice (2014-2015 Edition) as an assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. Project impact/influence is disregarded in the appraisal of the subject whole property. This is a departure from Standards Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such improvements to the extent they are reflected in market actions." (U-20, Lines 618-620). This report has been prepared in such a manner that any market influences projected by the proposed development shall not be taken into consideration.

Client for Appraisal

The client for this report is Hidalgo County Precinct No. 3 under the direction of the Hidalgo County Urban County Program, located at 724 North Breyfogle, Mission, Texas 78574. Victor Gallardo is the project manager and can be contacted at (956) 585-4509.

Intended Use and User

The appraisal report is intended for use solely by Hidalgo County Precinct No. 3 and the Hidalgo County Urban County Program and others involved in the project. The purpose of this report is to provide a current market value of the part to be acquired in order for Hidalgo County Precinct No. 3 to begin negotiations for the purchase of the subject property, in part or as a whole, as described by the survey provided. The report, in part or as a whole, is to be used solely for the acquisition of said property in the name of the name of the County of Hidalgo. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of La Homa Bridge. The project limits begin on the northern side of U.S. Business Highway 83 and continues north to the intersection of La Homa Road and Jimmy Garza Drive. This report is not intended for any other use, unless specified by the client, Hidalgo County Precinct No. 3.

Scope of the Assignment

By contract and written authorization to proceed, Hidalgo County Precinct No. 3 requested that Garza & Associates prepare an appraisal report of the part to be acquired for the proposed right-of-way project. The subject property shall be valued in the fee simple estate in its present condition. The scope of the assignment makes the extraordinary assumption that the subject property is free from contamination and/or other environmental conditions, which would affect the overall market value. In addition, the subject property shall be valued with the Jurisdictional Exception that the subject property shall be valued without project influence. The owner-of-record shall be contacted by letter affording the right to be present on-site with the appraiser at the time of on-site visit. In the event that confirmation cannot be made with the owner-of-record, the appraiser is to proceed from an existing public road right-of-way. During the appraisal process, other sales in the area shall be analyzed for comparability and reliability in determining the market value of the subject property. Any site or building improvements located within the acquisition area shall be measured and photographed. These improvements shall be itemized for purposes of compensation and/or cost to cure (if any). The report shall establish the market value of the whole, part to be acquired, and the remainder before and after the acquisition. The appraiser shall also review the remainder before and after to determine if there is any diminution of market value. This report shall be prepared and conform with the Texas Department of Transportation ROW A-5 Form Rev. 08/2011.

Property Rights

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee simple is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010, page 78

Market Value

The following is the basis for which the determination of market value is established for the subject property. In addition, these factors are used for the selection of comparables in the Direct Sales Analysis.

"The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954)

Exposure & Marketing Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area, which were reviewed during the sales search for comparables similar to the subject property. However, it is noted that the subject properties may not have active utilities available to the site, which may extend the overall exposure and marketing time period.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation. Any and all personal property and/or realty located within the existing road right-of-way shall be deemed non-compensable. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report.

Extraordinary Assumptions & Hypothetical Conditions

1. *The subject property is owned in fee simple and shall be appraised as such. Any fractional interest involved in the subject property shall not be analyzed, as dictated by the scope of the assignment, for purposes of determining market value.*

2. *It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.*

Accessibility To Site

The owner-of-record was sent a certified letter asking for permission to enter the subject property to measure and photograph the subject property. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates, LLC, at (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III. As of the date of the report, no contact has been made with the property owner; therefore, the inspection was conducted from off-site within an existing road right-of-way.

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

November 10, 2015

Project: La Homa Bridge Project
Parcel 1

Efrain Jaime Sanchez
4306 Canadiana Lane
Mission, Texas 78572

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo Urban County Program, to appraise various properties along La Homa Bridge. This appraisal is to determine the fee simple market value of the part to be acquired by Hidalgo Urban County Program. Hidalgo County Precinct No. 3 is working in conjunction with the Hidalgo County Urban County Program, to purchase a portion of your property in the name of the State of Texas. The proposed acquisition is for additional road right-of-way, needed for the renovation of La Homa Bridge. This also includes utility relocations along the roadway. Attached is a survey of the area to be acquired along the frontage of your property. This office shall be inspecting the part to be acquired on your property from existing road right-of-way until verbal or written permission from you is granted to enter your property. Hidalgo County Precinct No. 3 shall be negotiating the purchase of such proposed right-of-way believed to be in the name of Efrain Jaime Sanchez. We would like to extend the opportunity to meet with our appraisers at your property in order to explain the project and the purpose of the appraisal report.

I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or leonel3@garza-associates.com.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 3
Victor Gallardo
Right of Way Agent
724 North Breyfogle
Mission, Texas 78574
(956) 585-4509





GARZA & ASSOCIATES
1419 DOVE AVENUE SUITE 1 MCALLEN, TX 78504

1/2

Efrain Jaime Sanchez
4306 Canadiana Lane
Mission, Texas 78572

11/21 1.5

NIXIE 782 DE 1 0012/04/15
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 78504345901 *1416-03525-10-44

78572[illegible]

AERIAL PHOTOGRAPH OF THE SUBJECT PROPERTY



www.googleearth.com

The subject property as a whole is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. This exhibit is for illustrative use only.

Market Analysis

The subject property is located on the north side of U.S. Business Highway 83, in-between Bentsen Palm Drive and Breyfogle Road (Schuerbach Road), within the ETJ (extraterritorial jurisdiction) of Palmview, Texas. The ETJ is the legal ability of a government to exercise authority beyond its normal boundaries that is not within the city limits of another city. The ETJ is the territory where Palmview is authorized to annex land. The ETJ enables Palmview to extend regulations to adjacent land where development can affect quality of life within the city. ETJ regulations also help to ensure that subdivisions that may be annexed by Palmview in the future meet minimum standards for road access, lot size, and other factors. No municipal taxes are collected in the ETJ. Services such as public safety, road maintenance, and parks are provided by the county but not by Palmview. No Palmview zoning is enforced within the ETJ; therefore, the subject property is un-zoned and is legally permissible to utilized for any use.

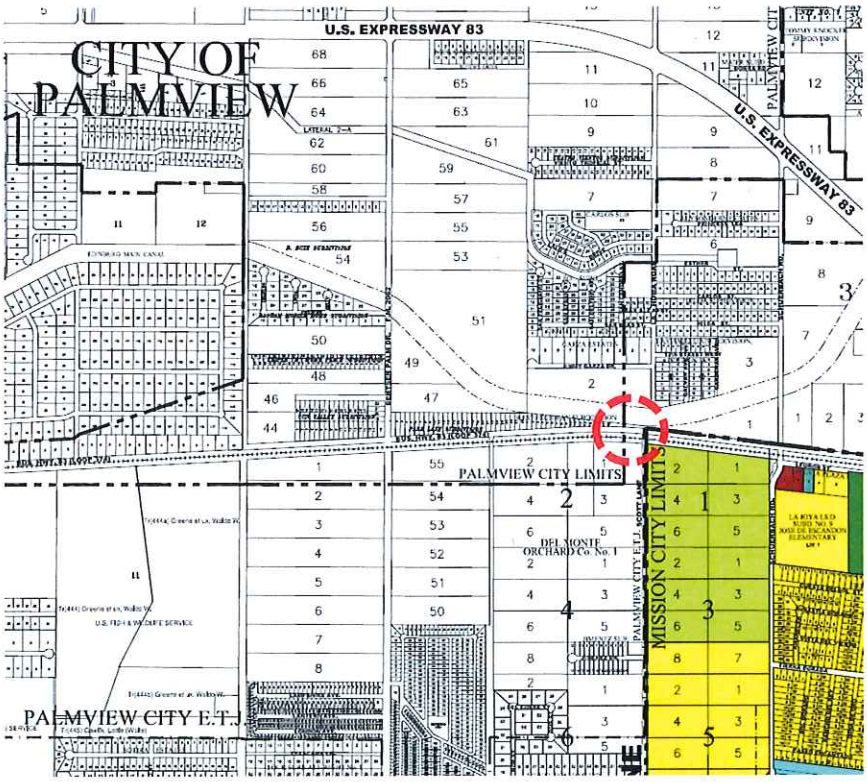
Palmview, Texas, is located within Hidalgo County, and is part of the McAllen-Edinburg-Mission metropolitan statistical area (MSA), and has a population of 5,460 as of the 2010 U.S. Census. Palmview is located south of La Homa, Texas, which is a census-designated place (CDP) with a population of 11,985 as of the 2010 U.S. Census, north of South Palmview, Texas, which is a census-designated place (CDP) with a population of 5,575 as of the 2010 U.S. Census, west of the City of Mission with a population of 80,452 as of the 2010 U.S. Census, and east of Abram-Perezville, Texas, which is a census-designated place (CDP). The subject property is located within the La Joya Independent School District, and has to potable water provided by Aqua Special Utility District.

Utilities

The subject property is located within the ETJ of Palmview, which has access to potable water and is serviced by the Aqua Special Utility District. The subject property does not have access to sanitary sewer.

Zoning

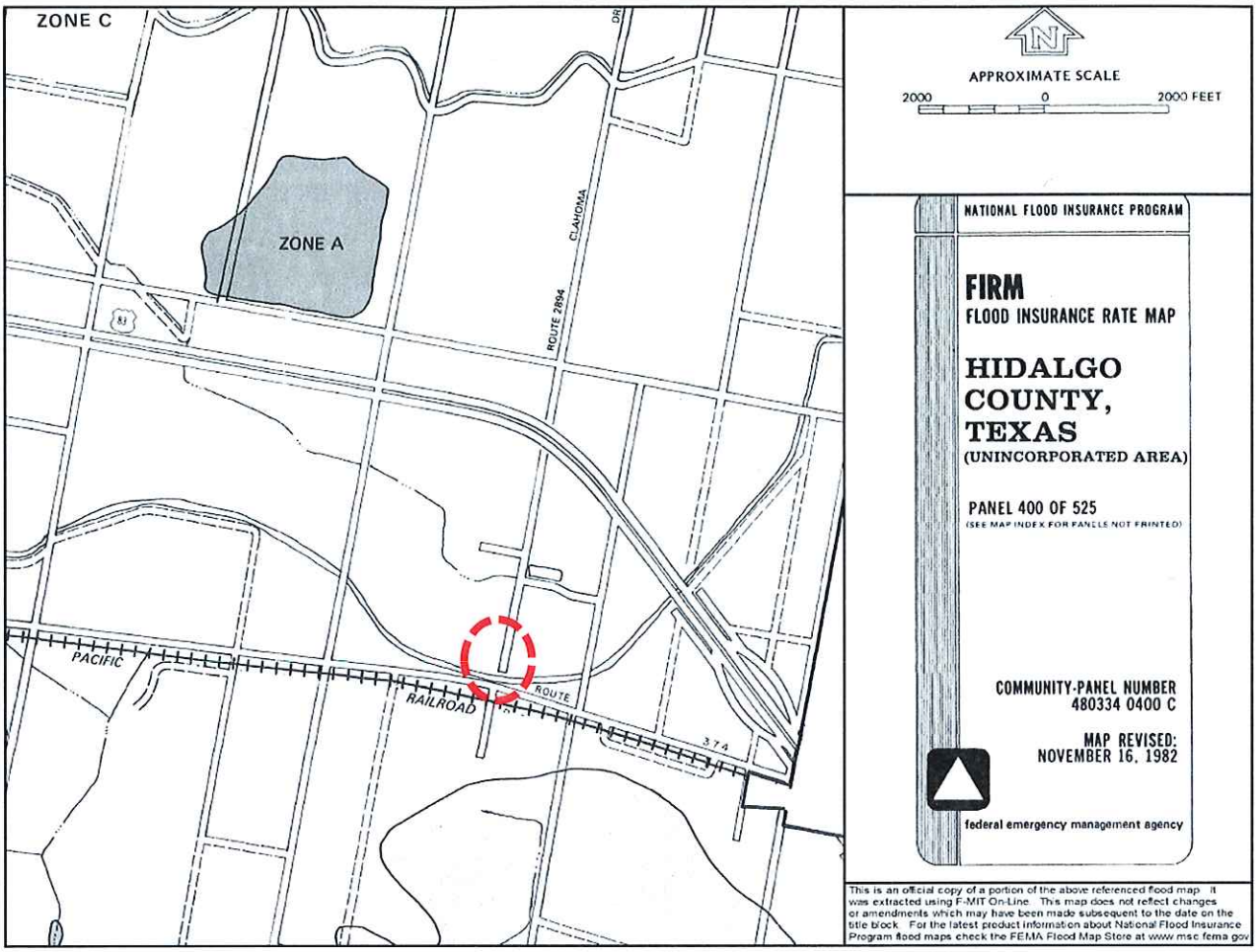
The property is located within the ETJ of Palmview, which does not enforce municipal zoning within the ETJ. Therefore, the subject property is currently un-zoned by the City of Palmview.



http://www.missiontexas.us

The subject property is outlined by a red dashed line and is for illustrative purposes only.

Flood Zone Designation



The subject property is located in Flood Zone C. Zone C is not designated as a Special Flood Hazard area. A flood hazard areas located on the Flood Insurance Rate Map is identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by any flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

www.fema.gov

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 1

Local Address: North side of U.S. Business Highway 83, in-between Bentsen Palm Drive and Breyfogle Road, within the ETJ of Palmview, Texas

Date Taken: January 6, 2016

Taken By: Leonel Garza III & Mike Navarro

Point which taken: Photo 1: U.S. Business Hwy 83
Photo 2: U.S. Business Hwy 83

Looking: Photo 1: Northern View
Photo 2: Northern View



Photo 1
View of the proposed acquisition from U.S. Business Highway 83



Photo 2
View of the food trailer located outside of the proposed acquisition

Point which taken: Photo 3: U.S. Business Hwy 83
Photo 4: U.S. Business Hwy 83

Looking: Photo 3: Eastern View
Photo 4: Eastern View



Photo 3
Eastern view of the food stand located outside of the proposed acquisition



Photo 4
Eastern view of U.S. Business Highway 83

Property Description

The subject property is located on the north side of U.S. Business Highway 83, in-between Bentsen Palm Drive and Breyfogle Road, within the ETJ of Palmview, Texas. The subject property is estimated to have a whole land area of 8,984 square foot (0.21 acres) and is a highly irregular shaped tract of land. The Hidalgo County Appraisal District indicates the land area to be 1,253 square feet (0.0288 acres); however, the estimated land area from google earth was utilized for the whole land area. Therefore, the extraordinary assumption was made that the whole land area is 8,984 square feet, as a survey of the whole was not provided. The subject property was improved with a 300 square foot food stand with a 660 square foot canopy over a wood deck at the time of the off-site inspection. The food stand is 37.0' lineal feet west of the proposed acquisition. The subject property is located within the ETJ of Palmview, therefore the subject property is currently un-zoned. Potable water is available to the subject property, but sanitary sewer is not available. The subject property is identified as Lots 18 and 19, West Highway Subdivision with approximately 420.0' lineal feet of frontage along the north side of U.S. Highway 83.



The subject property as a whole is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. This exhibit is for illustrative use only.

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

Legally Permissible

After a review of the Mission Zoning Map and a conversation with the City of Palmview, the subject property is located within the ETJ of Palmview, outside of the Palmview city limits. According to the City of Palmview, no municipal zoning is enforced within the ETJ or within the county; therefore, the subject property is un-zoned and any use would be considered legally permissible.

Physically Possible

The subject property is located along the north side of U.S. Business Highway 83, which is a four-lane asphalt paved road, with a dedicated turning land and paved shoulders. The subject property is an irregular shaped tract of land with the approximately 420.0' lineal feet of frontage and a depth that ranges from +/-5.0' lineal feet to +/-45.0' lineal feet. The provided survey is of the proposed acquisition area and not of the whole property; therefore, the whole property area is estimated to be 8,984 square feet (0.21 acres). Based on the size and dimensions of the subject property, the subject property appears to have limited land area and shall be for limited commercial use or assembled with the neighboring property. The existing use would be grandfathered in to municipal code as the existing building set backs do not conform with typical municipal requirements of either the City of Mission and or Palmview.

Financially Feasible

Based on the surrounding uses, size and dimension, the most financially feasible use is determined to be for assemblage with the neighboring property.

Maximally Productive

The subject property is currently improved with a building that appears to be encroaching on the canal right-of-way; however, a survey of the whole property was not provided, and shall not be affected by the proposed acquisition. The overall site would be at its maximally productive state if utilized for limited commercial use or assembled with the neighboring property.

The overall highest and best use is confirmed to be for limited commercial use or assemblage with the neighboring property, based on the overall size and dimension of the subject property.

Property Tax Assessment

The Hidalgo County Appraisal District is currently reviewing and re-assessing property values for Year 2015. As such, the assessed value may be subject to change for the 2015 tax year. Property tax protests typically begin on or about May 31st annually. The Hidalgo County Appraisal District provides general information about the District and the property tax system in Texas, as well as general information regarding properties assessed for taxes. This data source does not replace the use of a title search, but will inform the appraiser of the current owner-of-record. The Appraisal District will annually appraise properties according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP). Research concerning the derivation of the following assessed value was not conducted during the course of this appraisal and is used for data collection purposes only. The following information can be found at www.hidalgoad.org and/or the District office located at 4405 S. Professional Drive, Edinburg, Texas.

Hidalgo CAD

Property Search Results > 323912 SANCHEZ EFRAIN JAIME for Year 2016

Property

Account

Property ID:	323912	Legal Description:	WEST HIGHWAY LTS 18 & 19
Geographic ID:	W3400-00-000-0018-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	W BUS HWY 83 TX	Mapsco:	
Neighborhood:	WEST HIGHWAY	Map ID:	
Neighborhood CD:	W340000		

Owner

Name:	SANCHEZ EFRAIN JAIME	Owner ID:	582041
Mailing Address:	4306 CANADIANA LN MISSION, TX 78572-9448	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$2,250		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$4,386	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0	$0	
(+) Timber Market Valuation:	+	$0	$0	
(=) Market Value:	=	$6,636		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$6,636		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$6,636		

Taxing Jurisdiction

Owner: SANCHEZ EFRAIN JAIME
% Ownership: 100.0000000000%
Total Value: $6,636

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$6,636	$6,636	$0.00
CPM	CITY OF PALMVIEW	0.479000	$6,636	$6,636	$31.79
DR1	DRAINAGE DISTRICT #1	0.095700	$6,636	$6,636	$6.35
GHD	HIDALGO COUNTY	0.590000	$6,636	$6,636	$39.15
JCC	SOUTH TEXAS COLLEGE	0.185000	$6,636	$6,636	$12.28
R05	ROAD DIST 05	0.000000	$6,636	$6,636	$0.00
SLJ	LA JOYA ISD	1.311000	$6,636	$6,636	$87.00
SST	SOUTH TEXAS SCHOOL	0.049200	$6,636	$6,636	$3.26
	Total Tax Rate:	2.709900			
				Taxes w/Current Exemptions:	$179.83
				Taxes w/o Exemptions:	$179.83

www.hidalgoad.org

Improvement #1:	COMMERCIAL	State Code:	F1	Living Area:	200.0 sqft	Value:	$2,250

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OBL	OUT BUILDING	*	DWD	2010	200.0
STG	STORAGE	*		2010	64.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.0288	1253.25	50.13	25.00	$4,386	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$2,250	$4,386	0	6,636	$0	$6,636
2015	$2,250	$4,386	0	6,636	$0	$6,636
2014	$1,940	$19,989	0	21,929	$0	$21,929
2013	$1,940	$19,989	0	21,929	$0	$21,929

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/7/2008 12:00:00 AM	WD	WARRANTY DEED	SANCHEZ JAMES	SANCHEZ EFRAIN			1907193
2	1/17/2007 12:00:00 AM	WDV	WARRANTY DEED/VENDORS LIEN	WATERPLEX INC	SANCHEZ JAMES			1710137
3	3/7/2006 12:00:00 AM	DD	DISTRIBUTION DEED	WATERPLEX INVE	WATERPLEX INC			1586726

Tax Due

Property Tax Information as of 10/01/2015

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 9/30/2015 11:45 PM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

www.hidalgoad.org

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for limited commercial use or assemblage with the neighboring property. This classification shall be utilized for the determination of value for the whole property.

VALUATION APPROACHES

Cost Approach ..... $ Not Applicable

Sales Comparison Approach ..... $ 24,172

Income Approach ..... $ Not Applicable

RECONCILATION OF APPROACHES TO VALUE

Contributory Value of Improvements	
Food Stand (300 sf x $24.62/sf @ 60% Depreciation)	$ 2,954
Canopy w/ Deck (660 sf x $12.31/sf @ 60% Depreciation)	$ 3,250
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 6,204**

Land Value	8,984	SF	@ $	2.00 / SF	$ 17,968
Total Land Value					$ 17,968

Reconciled Final Value _____ **$ 24,172**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg 3.8	pg 3.9

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	James J. Sanchez	Victor Manuel Maldonado	Maria M. Orosco and husband Salvador Orosco and Leticia Rico	Noel A. Zamora and wife Maria C. Zamora
Grantee	Efrain Jaime Sanchez	JCON Investments, LLC	Jesus Alberto Garcia, Jr.	Jorge A. Licona, Jr. and wife Alejandra Alanis
Date	July 7, 2008	April 30, 2015	June 5, 2015	June 10, 2015
Sales Price	$ -	$ 113,500	$ 65,000	$ 88,000
Unit Price	$ - / SF	5.21 / SF	2.98 / SF	4.03 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Similar 0%	Inferior 15%	Similar 0%
Corner Influence / Frontage	Interior	Corner -10%	Similar 0%	Similar 0%
Physical Characteristics	Irregular Shaped Limited Depth	Superior -50%	Superior -50%	Superior -50%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	All Utilities -10%	All Utilities -10%	All Utilities -10%
Size of Tract	8,984 SF	21,780 10%	21,780 10%	21,828 10%
	Net Adjustment	$ (3.13) -60%	$ (1.04) -35%	$ (2.0150) -50%
	Indicated Unit Value	$ 2.08 / SF	$ 1.94 / SF	$ 2.02 / SF
Estimated Unit Value of Fee Simple Area				**$ 2.00 / SF**

Estimated Value by Sales Comparison Approach **$ 17,968**

ROW-A-5S
(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: N/A | Parcel No.: 1 | Highway: La Homa Road Bridge Project
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Victor Manuel Maldonado, a single person
Grantee/Lessee: JCON INVESTMENTS, LLC

Date: April 30, 2015 Recording Information: Deed No. 2607833 Key Map: Texas Map

Address: North Bentsen Palm Drive , Palmview, TX Zip Code: 78574

Legal Description: Lot 4, of Galvan Commercial Subdivision, an addition to the City of Palmview, Hidalgo County, Texas, according to the plat or map thereof recorded in volume 52, page 64, map records of Hidalgo County, Texas.

Confirmed Price: $113,500 Verified with: MLS No. E159220S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 0.500 Acres/ 21,780 Sq. Ft.

Unit Price as Vacant: $227,000 / Acre
$5.21 / Square Foot

Type Street: Asphalt Paved

Utilities: All Utilities

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A

Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant

Highest & Best Use: Commercial

Date of Inspection: January 6, 2016

Zoning: Commercial

Flood Plain: N/A

Attach additional information as necessary.

Appraiser: Leonel Garza III

January 12, 2016
Date

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 1 Highway: La Homa Road Bridge Project
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Maria M. Orosco and husband, Salvador Orosco, and Leticia Rico, a single pe
Grantee/Lessee: Jesus Alberto Garcia, Jr.
Date: June 05, 2015 Recording Information: Deed No. 2620206 Key Map: Texas Map
Address: 1322 Goodwin Road , Mission, TX Zip Code: 78572
Legal Description: Lot Three (3), The Hill Subdivision, Hidalgo County Texas.
Confirmed Price: $65,000 Verified with: MLS No. L182085S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 0.500 Acres/ 21,780 Sq. Ft. Unit Price as Vacant: $130,000 / Acre
$2.98 / Square Foot
Type Street: Asphalt Paved Utilities: All Utilities
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant Highest & Best Use: Commercial
Date of Inspection: January 6, 2016 Zoning: Commercial Flood Plain: N/A
Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
The subject property is analyzed to determine if the acquisition area affects the highest and best use of the subject property in the remainder after. Based on the land area remaining, the highest and best use shall be for limited commercial use or assemblage with the neighboring property. The overall site and functionality of the remainder shall not be damaged due to the location of the proposed acquisition.

Valuation Approaches

Cost Approach ..... $ Not Applicable

Sales Comparison Approach..... $ 22,206

Income Approach..... $ Not Applicable

Reconciliation of Approach to Value:
Each approach to market value was considered for the determination of market value for the remainder after. The subject property is a vacant tract of land for which there are no improvements. The Income Approach and Cost Approach are not applicable to determine the remainder land after the part to be acquired. Therefore, the Sales Comparison Approach "as vacant" is the only applicable approach to determine the market value of the remainder after.

Contributory Value of Improvements	
Food Stand (300 sf x $24.62/sf @ 60% Depreciation)	$ 2,954
Canopy w/ Deck (660 sf x $12.31/sf @ 60% Depreciation)	$ 3,250
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 6,204**

Land Value	8,001	SF	@ $	2.00 / SF	$ 16,002
Total Land Value					$ 16,002

Reconciled Final Value _____ **$ 22,206**

Land Value, pg 5.2 | Cost Approach, pg 5.4 | Sales Comparison Approach, pg 5.5 | Income Approach, pg 5.6

Remainder After Acquisition

The proposed acquisition is located out of the eastern section of the subject property, which is the narrowest section of the subject property. Based on the highest and best use and the remaining land area, no diminution or damages shall be applied to the subject property. A survey of the whole property was not provided; therefore, the whole land area is estimated and outlined in yellow.



Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	James J. Sanchez	Victor Manuel Maldonado	Maria M. Orosco and husband Salvador Orosco and Leticia Rico	Noel A. Zamora and wife Maria C. Zamora
Grantee	Efrain Jaime Sanchez	JCON Investments, LLC	Jesus Alberto Garcia, Jr.	Jorge A. Licona, Jr. and wife Alejandra Alanis
Date	July 7, 2008	April 30, 2015	June 5, 2015	June 10, 2015
Sales Price	$ -	$ 113,500	$ 65,000	$ 88,000
Unit Price	$ -	$ 5.21 / SF	$ 2.98 / SF	$ 4.03 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Similar 0%	Inferior 15%	Similar 0%
Corner Influence/Frontage	Interior	Corner -10%	Similar 0%	Similar 0%
Physical Characteristics	Irregular Shaped Limited Depth	Superior -50%	Superior -50%	Superior -50%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	All Utilities -10%	All Utilities -10%	All Utilities -10%
Size of Tract	8,001 SF	21,780 10%	21,780 10%	21,828 10%
	Net Adjustment	$ (3.13) -60%	$ (1.04) -35%	$ (2.02) -50%
	Indicated Unit Value	$ 2.08 / SF	$ 1.94 / SF	$ 2.02 / SF
Estimated Unit Value of Fee Simple Area				**$ 2.00 / SF**

Estimated Value by Sales Comparison Approach **$ 16,002**

Explanation of Adjustments with Reconciliation

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo County Appraisal District. The sites of these sales were visited to determine the true comparability with the subject property. They were reviewed for items recognized by the market that affect market value, including, but not limited to, conditions of sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions may require adjustments for any differences found when compared to the subject property. After adjustments were made, an adjusted unit range of value of $1.94 per square foot to $2.08 per square foot was determined. Based on the surrounding market, a unit rate near the upper-end of the adjusted range was selected, i.e., $2.00 per square foot.

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
Food Stand	300	$ 24.62	$ 7,386	40%	$ 4,432
Canopy w/ Deck	660	$ 12.31	$ 8,125	40%	$ 4,875
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ 9,306**
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ -**
Contributory Value of All Improvements					**$ 9,306**

	Net Land Area			**Price / Unit**	
Land Value (Fee)	8,001	SF	@	$ 2.00 / SF	$ 16,002
Estimated Value By Cost Approach					**$ 25,308**

The cost approach to value was not appropriate as the site is vacant land and has no site or building improvements.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / SF	$ - / SF		$ - / SF		$ - / SF	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristics	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	SF	SF	0%	SF	0%	SF	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ - / SF		$ - / SF		$ - / SF	
Estimated Unit Value of Fee Simple Area						$ - / SF	

Estimated Value by Sales Comparison Approach _____ **Not Applicable**

The Sales Comparison Approach (As Improved) is not an applicable approach to value, as the subject property is vacant land.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

The Income Approach (As Improved) to value is not an applicable approach, as the subject property is vacant land.

Explanation of Damages

The remainder after shall be left with sufficient land area and site utility to be utilized for limited commercial use or to be assembled with the neighboring property. Therefore, no diminution or damages shall be applied to the subject property.

Explanation of Cost To Cure

No improvements are located within the remainder after; therefore, there is no cost to cure.

COMPENSATION SUMMARY

WHOLE PROPERTY			
The market value of the whole property is	$	27,274	
PART TO BE ACQUIRED			
Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished)			$ 1,966
REMAINING PROPERTY			
The value of the remainder immediately before the taking is.....	$	25,308	
Considering the uses to which the part taken is to be subjected, to the market value of the remainder immediately after acquisition is	$	25,308	
NET DAMAGES OR ENHANCEMENTS (if any)			$ -
ACCESS			
The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of			$ -
COST TO CURE	$	-	
TOTAL COMPENSATION			**$ 1,966**

QUALIFICATIONS OF APPRAISER

Leonel Garza III

Leonel Garza Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Active Member / Chairman)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Active Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

WARRANTY DEED

Recorded On-2008-Jul-07 As-1907193

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. 1907193

125 - WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas, }
County of Hidalgo } Know All Men by These Presents:

THAT James J. Sanchez

of the County of Hidalgo State of Texas for and in consideration

of the sum of ----------Ten and no/100----------
----------($10.00)----------DOLLARS

to me in hand paid by Efrain Jaime Sanchez, the receipt of which is hereby acknowledged and confessed as follows:

has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Efrain Jaime Sanchez

whose mailing address is 4306 Canadiana Lane, Mission,
of the County of Hidalgo State of Texas all that certain

Lots 18 and 19, West Highway Subdivision, Hidalgo County, Texas as per map or plat thereof recorded in Vol. 15, Page 40, Map Records, Hidalgo County, Texas

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Efrain Jaime Sanchez

heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Efrain Jaime Sanchez heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Mission, Texas this day

Witness at Request of Grantor:

James J. Sanchez

(Acknowledgment)

STATE OF TEXAS
COUNTY OF }

This instrument was acknowledged before me on the day of

by James J. Sanchez

NELDA MARKS
Notary Public, State of Texas
My Commission Expires
10-22-2011

My commission expires 10-22-2011

Nelda Marks
Notary Public, State of Texas
Notary's printed name:

AFTER RECORDING RETURN TO:
Efrain Jaime Sanchez
4306 Canadiana Lane
Mission, Texas 78572

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 1 Highway: La Homa Road Bridge Project
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Noel A. Zamora and wife, Maria C. Zamora Grantee/Lessee: Jorge A, Licona, Jr. and wife, Alejandra Alanis

Date: June 10, 2015 Recording Information: Deed No. 2619377 Key Map: Texas Map

Address: 1502 Business 83, Mission, TX Zip Code: 78572

Legal Description: Lot Sixteen (16), THE HILL SUBDIVISION, Hidalgo County, Texas.

Confirmed Price: $88,000 Verified with: MLS No. E183817S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 0.501 Acres/ 21,828 Sq. Ft. Unit Price as Vacant: $175,614 / Acre
$4.03 / Square Foot

Type Street: Asphalt Paved Utilities: All Utilities

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Commercial

Date of Inspection: January 6, 2016 Zoning: Commercial Flood Plain: N/A

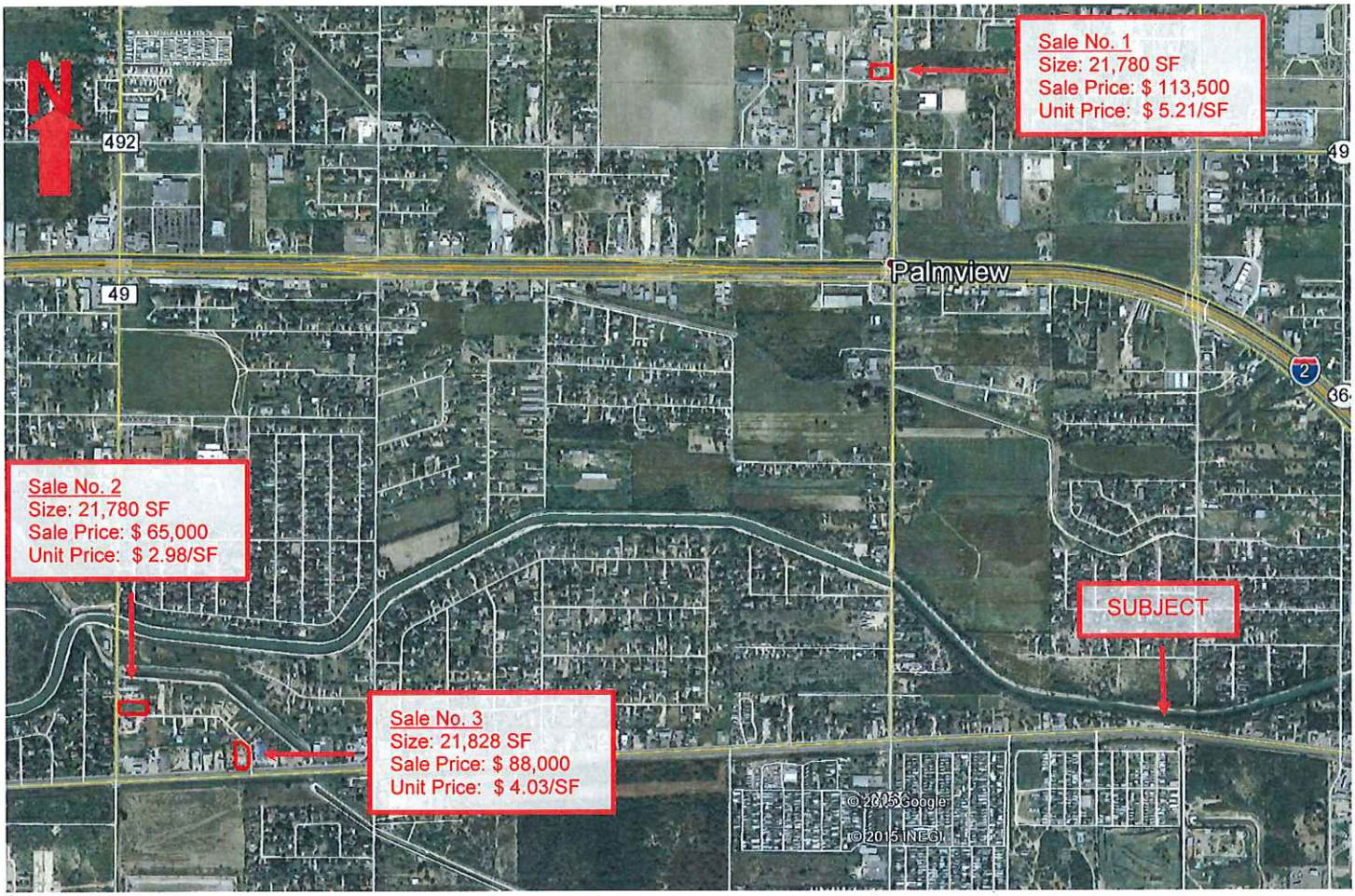
Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

Explanation of Adjustments with Reconciliation:

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $1.94 per square foot to $2.08 per square foot was determined. Based on the surrounding market, a unit rate near the upper-end of the adjusted range was selected, i.e., $2.00 per square foot.

LOCATION MAP OF SALES



Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
Food Stand	300	$ 24.62	$ 7,386	40%	$ 4,432
Canopy w/ Deck	660	$ 12.31	$ 8,125	40%	$ 4,875
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ 9,306**
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ -**
Contributory Value of All Improvements					**$ 9,306**

	Net Land Area			**Price / Unit**	
Land Value (Fee)	8,984	SF	@	$ 2.00 / SF	$ 17,968
Estimated Value By Cost Approach					**$ 27,274**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach _____ **N/A**

Form ROW-A-5(Rev. 08/11)

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☒ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for limited commercial use or assemblage with the neighboring property. This shall be utilized for the determination of value for the part to be acquired.

VALUATION APPROACHES

Cost Approach ..... $ Not Applicable

Sales Comparison Approach..... $ 1,966

Income Approach..... $ Not Applicable

RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements	
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	983	SF	@ $	2.00	/ SF	$ 1,966
Total Land Value						$ 1,966

Reconciled Final Value _____ **$ 1,966**

Land Value, pg 3.1 | Cost Approach, pg 3.7 | Sales Comparison Approach, pg 3.8 | Income Approach, pg 3.9

GENERAL NOTES:
ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78539
SURVEYED: MARCH 04, 2013

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:
1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

SYMBOL LEGEND

- ● – FND. 1/2" IRON ROD
- ⊘ – FND. 60-D NAIL
- ◎ – FND. 1/2" IRON PIPE
- ○ – SET. 1/2" IRON ROD

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	5,839.60	145.21	01°25'29"	145.21	N77°14'56"W
C2	1,505.46	113.57	04°19'21"	113.55	S76°40'44"E
C3	1,533.00	7.42	04°42'18"	7.42	S79°33'23"E

LINE TABLE

LINE	BEARING	LENGTH
L1	S74°34'39"E	14.75'

METES AND BOUNDS
RIGHT-OF-WAY DEDICATION

BEING A 0.023 (983.14 S.F.) ACRE TRACT OF LAND OUT OF LOT 19, WEST HIGHWAY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 15, PG. 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT POINT FOR THE SOUTHEAST CORNER OF LOT 19, WEST HIGHWAY SUBDIVISION, SAID POINT BEING ON A CURVE FOR THE NORTH RIGHT OF WAY LINE OF U.S. BUSINESS HWY. 83, AND THE SOUTH LINE OF LOT 1, BLOCK 1, MISSION GROVES ESTATES, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

THENCE IN A WESTERLY DIRECTION WITH THE NORTH RIGHT OF WAY LINE OF U.S. BUSINESS 83, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 5839.60 FEET, AN ARC LENGTH OF 145.21 FEET, A CHORD BEARING OF NORTH 77°14'56" WEST, A CHORD LENGTH OF 145.21 FEET AND A DELTA OF 01°25'29", TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON SAID NORTH RIGHT OF WAY LINE OF U.S. BUSINESS 83, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 57°36'11" EAST, A DISTANCE OF 12.73 FEET, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 MAIN CANAL, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

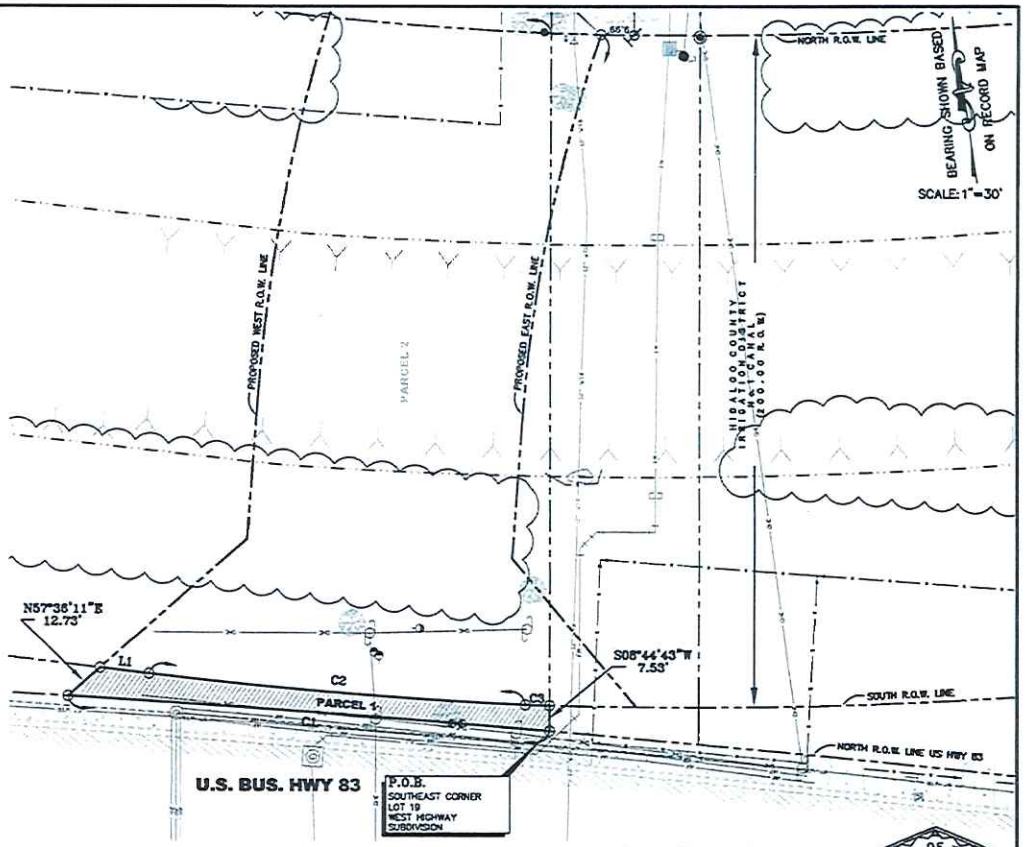
THENCE SOUTH 74°34'39" EAST, A DISTANCE OF 14.75 FEET, ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 MAIN CANAL, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET, FOR POINT OF CURVATURE;

THENCE IN A EASTERLY DIRECTION, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1505.46 FEET, AN ARC LENGTH OF 113.57 FEET, A CHORD BEARING OF SOUTH 78°40'44" EAST, A CHORD LENGTH OF 113.55 FEET, AND A DELTA OF 04°19'21" ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET, FOR A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING IN A EASTERLY DIRECTION, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 1,583.02 FEET, AN ARC LENGTH OF 7.42 FEET, A CHORD BEARING OF SOUTH 79°33'23" EAST, A CHORD LENGTH OF 7.42 FEET, AND A DELTA OF 04°42'18" ALONG THE NORTH BOUNDARY LINE OF SAID LOT 19, WEST HIGHWAY SUBDIVISION, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°44'33" WEST, A DISTANCE OF 7.53 FEET, PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 1, BLOCK 1, MISSION GROVES ESTATES, TEXAS, TO THE POINT OF BEGINNING, CONTAINING 0.023 (983.14 S.F.) TRACT OF LAND MORE OR LESS

JOB NUMBER
ENG 14.004



PLAT SHOWING PARCEL 1

BEING A 0.023 (983.14 S.F.) ACRE TRACT OF LAND OUT OF LOT 19, WEST HIGHWAY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 15, PG. 40, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

4/29/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

STATE OF TEXAS — REGISTERED — SAMUEL D. MALDONADO — 6027 — PROFESSIONAL LAND SURVEYOR

SAMES — SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD
PHARR, TEXAS 78577
SURVEY FIRM REGISTRATION
TEL: (956) 702-8880
FAX: (956) 702-8883
101416-00

Part To Be Acquired

In order to determine the unit market value of the subject property as a whole, the Sales Comparison Approach "as vacant" is utilized to determine the subject land value. Once this is completed, the appraiser shall utilize the unit rate (value per square foot or per acre) for the determination of the pro-rata valuation. This determination of market value is based on the fee simple estate for the property with the current highest and best use. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the public improvement or its likelihood, prior to the date of valuation. This is applied to the valuation of the property as a whole, part to be acquired and the remainder before acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder after, in order to determine if any damages (diminution in value) were incurred, as required by State Law. Based on the size and location of the proposed acquisition, there shall not be a diminution of market value.

The determination of market value of the part to be acquired is based on the comparability to other tracts within the market area, by utilizing the Sales Comparison Approach "as vacant". Upon the valuation of the part to be acquired, a valuation of the remainder before and after the acquisition shall be analyzed to determine the diminution in market value (if any). The following pages shall determine the market value of each segment, in order to determine the total compensation for the part to be acquired.

PART TO BE ACQUIRED

Highest and Best Use:
The highest and best use of the subject property is for limited commercial use or assemblage with the neighboring property.

Contributory Value of Improvements		
No Improvments Indicated	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-

Total Contributory Value of Improvements								
							$	-
Land	983	SF	@	$	2.00	/ Square foot	$	1,966
Total Land							$	1,966
TOTAL AS A UNIT							**$**	**1,966**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements		
Food Stand (300 sf x $24.62/sf @ 40% Depreciation)	$	4,432
Canopy w/ Deck (660 sf x $12.31/sf @ 40% Depreciation)	$	4,875
	$	-
	$	-
	$	-
	$	-
	$	-

Total Contributory Value of Improvements								
							$	9,306
Land	8,001	SF	@	$	2.00	/ Square foot	$	16,002
Total Land							$	16,002
TOTAL AS A UNIT							**$**	**25,308**

APPRAISAL REVIEW SUBMISSION
FOR

Parcel No. 1
RCSJ: N/A
Hwy: La Homa Road Bridge
County: Hidalgo

CONSISTING OF:

- ***Form ROW-A-10***
- ***Appraisal Review Form USPAP***
- ***Assumptions and Limiting Conditions***
- ***Certification***
- ***Evaluation Form ROW-A-19A***

PREPARED BY:

Harvey L. Heerssen
Tx. State Certified General Appraiser
No. TX-1327190-G

4-14-16
Effective Date of Review

4-15-16
Date of Review Report

TABULATION OF VALUES

Parcel: **1** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

Taking Type: Partial

District: Pharr 21

Size of Remainder: 8,001 s.f

County: HIDALGO

Type of Property: Improved/Limited Commercial

Federal Project: N/A

Contract Fencing: N/A

Appraised by: Leonel Garza III

Date Appraised: 1-6-16

Access will be ☒ provided or ☐ denied to the new facility. If access will be partially provided or denied, explain in comments.

Agency	Participating Percentage	Expense Description
Hidalgo County-Urban County Program	Unknown	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Efrain Jaime Sanchez	Fee Simple	983 s.f.	$1,966.00	No

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$1,966.00	$0.00	$0.00	0.00	$1,966.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
		Total	$0.00		

TABULATION OF VALUES (continued)

Parcel: **1** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
$0.00	$0.00	$0.00	$0.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
N/A	N/A	N/A	N/A	N/A	N/A
		Total	$0.00	$0.00	

V. Recapitulation

Date:	1-6-16			**Recommended Value**
Appraiser's Name:	Leonel Garza III			
Value of Whole Property	$27,274.00			$27,274.00
Parcel Area: 983 s.f.				
VALUE FOR PARCEL				
Land: per s.f. $2.00	$1,966.00			$1,966.00
Easement	$0.00			$0.00
Improvements	$0.00			$0.00
Net Damages or (Enhancements)	$0.00			$0.00
OAS Value(s)	$0.00			$0.00
TOTAL COMPENSATION	$1,966.00			$1,966.00

Calculations for Net Damages or (Enhancements) considers Direct Access Denial damages.

TABULATION OF VALUES (continued)

Parcel: **1** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

VI. Comments and Conclusions on Values in the Appraisal Report

Appraiser: Leonel Garza III
Effective Date of Report: January 6, 2016
Report Dated: January 12, 2016
Review Appraiser: Harvey L. Heerssen, TX. State Certified General Appraiser
Effective Date of Review: April 14, 2016

Parcel 1is a partial fee taking of 983 s.f. out of a whole property of estimated land area of 8,984 s.f. or 0.21 acres. A survey of the whole tract was not provided but according to the appraisal card from the Hidalgo County Appraisal District, the whole tract is legally described as West Highway, Lots 18 and 19, Hidalgo County, Texas.

The whole property is an improved tract of land containing a food stand and a wood deck with canopy. The subject is located on the north side of U.S. Business Hwy. 83 between Bentsen Palm Drive and Breyfogle Road within the ETJ of Palmview, Texas. The highest and best use is for low grade commercial purposes.

The appraiser selects three (3) sales similar to the subject to value the whole tract at $2.00 per s.f. The part taken is properly valued as a pro-rata part of the whole. Subject acquisition is vacant land. The improvements on the property are not impacted by the proposed acquisition. There are no market damages to the remainder land.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

The report prepared by the appraiser Leonel Garza III is an appraisal report and is presented on TxDOT form ROW-A-5 and appears to comply with USPAP and the Texas Department of Transportation's Appraisal and Review Manual. The appraisers' opinion and conclusions appear to be well supported by information contained within this appraisal report. It is recommended that the total value of $1,966.00 be approved for negotiations and acquisition.

VII. Justification and Explanation for Credit if Retained.

Retentions are not applicable as subject parcel is vacant land.

TABULATION OF VALUES (continued)

Parcel: **1** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

Reviewing Appraiser — Date

Contract Reviewing Appraiser (if applicable) — Date: 4-15-16

Division Reviewing Appraiser (if applicable) — Date

X. Approval of Values

County/City Representative — Date

ROW Staff Representative — Date

APRAISAL REVIEW FORM USPAP REQUIREMENTS
LA HOMA ROAD BRIDGE-RCSJ: N/A
PARCEL NO. 1

REVIEWER'S CLIENT: Hidalgo County-Urban County Program

INTENDED USERS OF APPRAISAL REVIEW: Urban County Program and Hidalgo County Precinct No. 3.

INTENDED USE OF APPRAISAL REVIEW OPINIONS AND CONCLUSIONS: Quality Control and Confirmation

PURPOSE OF THE REVIEW ASSIGNMENT: (1) To evaluate compliance with USPAP, (2) To develop and communicate a conclusion of the quality of the fee appraiser's work, (3) To determine if the results of the work under review were credible for the intended user's intended use. The review assignment does not include the development of the reviewer's own opinion of value or review opinion related to the work under review. The review assignment does include the reviewer to recommend a value for approval and negotiations. In accordance with the **Uniform Appraisal Standards for Federal Land Acquisitions, Section C-4. "An Opinion of Value Expressed by a Review Appraiser,"** "The review appraiser may accept, approve, recommend approval, or disapprove an appraisal report based upon compliance with these Standards and the appropriateness of the methods and analyses employed in the appraisal report. Such acceptance, approval, recommendation, or disapproval does not constitute an opinion of value on the part of the review appraiser, nor does it infer that the reviewing appraiser has taken ownership of, or is responsible for, the value opinion expressed in the appraisal report under review."

JURISDICTIONAL EXCEPTION: An assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. This appraisal review has been completed in accordance with TxDOT standards, rules, regulations and policies. Therefore, if any part or portion of this appraisal review that precludes compliance to USPAP due to any specific standard, rule, regulation, or policy of the client or intended users, then the JURISDICTIONAL EXCEPTION RULE is invoked.

SCOPE OF THE APPRAISAL REVIEW - The Scope of Work for this appraisal review is to develop an opinion as to the completeness, accuracy, relevance, and reasonableness of the work under review, and that the appraisal report is appropriate and is in compliance with USPAP. The work under review is the appraisal report prepared by Mr, Leonel Garza III, that has an effective date of 1-6-16 and a report date of 1-12-16. The effective date of the updated appraisal review is 4-14-16 and the date of the updated appraisal review report is 4-15-16. The scope of work also includes the following:

- Technical compliance with the local agency standards.
- Check and review appraisal report for USPAP Compliance.
- Check and review appraisal report to determine quality of appraiser's work.
- Check report for mathematical calculations, approaches to value and accuracy of all statements.
- Check for consistency of value and appraisal methodology from parcel to parcel.
- Prepare appraisal review submission for Client that includes recommending a value for negotiations.
- Submit appraisal review report to Client electronically.

CONCLUSION: The appraisal report has been prepared based on recognized appraisal principles and standards, and thus conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser has presented good comparable sales that support the appraised value for this property. The appraiser's work is satisfactory and the analyses, opinions and conclusions in the updated appraisal report under review are appropriate and reasonable. **Based on the appraisal report and all supporting data, I approve the final value conclusion and recommend that the appraisal be released for negotiations and acquisition.**

ASSUMPTIONS AND LIMITING CONDITIONS

Client: Hidalgo County- Urban County Program
RCSJ: N/A
Parcel No. 1

This appraisal review is made subject to the following:

The legal description as provided by the client is assumed to be correct.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. The right of way map and all other relevant data furnished by the client are assumed to be correct.

It is assumed that the property reviewed is unencumbered by adverse easements.

The property is reviewed as though free and clear from all liens and encumbrances in fee simple interest to the surface rights only.

No personal property including appliances not fixed to the realty, furnishing, vehicles, trade fixtures, or intangible items are included in the appraisal review.

Any allocation of the total value estimated in this review report between the land and improvements applies only to this parcel under review. The separate values allocated to the land and improvements must not be used in conjunction with any other appraisal report of another parcel and are invalid if so used.

The existence of potentially hazardous material and or toxic waste that may or may not be present on the property was not observed by the review appraiser. However, the review appraiser is not an expert on such matters and is not qualified to detect such substances, and no responsibility is assumed for any hazardous conditions, nor for any expertise required to discover them. The value conclusion of the appraisal review is based on the assumption that no significant environmental problems exist that would adversely affect the value or marketability of the subject property.

The professional competency of the review appraiser should not be presumed to include the knowledge or experience of a professional surveyor, architect, engineer, title lawyer or other specialist.

The appraiser was furnished comparable sale data and other data from sources considered reliable and the review appraiser assumes that all data furnished the appraiser is reliable and accurate but the reviewer does not assume responsibility for the accuracy of all items furnished by other parties.

The client is reminded that market value changes as the market changes with time. The value contained in this review report is as of the retrospective effective date of the appraisal review report. Any passage of time may render the value inaccurate and unsuitable.

The submission of the appraisal review does not include the requirement of publication, court testimony or court appearance. Special arrangements will have to be made for this purpose, including fees and time frames.

I do not authorize the out-of-context quoting from or partial reprinting of the appraisal review report.
Further, neither all nor any part of the contents of this appraisal review shall be disseminated to the public through advertising media, public relations media, news media, sales media or any public means or communications without the prior written consent and approval of the undersigned.

The liability of the review appraisal is limited to the client and intended users only and does not extend to any third parties or to users not specifically designated or authorized. The total liability of the review appraiser is limited to the amount of the fee received by the review appraiser for the report.

CERTIFICATION

RCSJ: N/A -PARCEL 1
LA HOMA ROAD BRIDGE PROJECT

I certify that to the best of my knowledge and belief:

The statements of fact contained in this review report are true and correct.

The reported analyses, opinions, and conclusions in this review report are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved with this assignment.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three (3) year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analysis, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.

No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

4-15-16

Harvey L. Heerssen
Texas State Certified General
Real Estate Appraiser, TX–1327190-G

Date

Form ROW-A-19A
(Rev. 07/11)

EVALUATION OF APPRAISER

Appraiser: Leonel Garza III
ROW CSJ: N/A -La Homa Road Bridge Project
Parcel: 1
Whole Taking ☐ Partial Taking ☒

District: Pharr
Type of Property: Improved/Limited Commercial
Date Due: 4-15-16
Date Received: 4-15-16

1) Analysis of Report

	Adequate	Less Than Adequate
Neighborhood Discussion and Data	☒	☐
Identification of Subject Property	☒	☐
Site Date Comments	☒	☐
Description of Subject Improvements	☒	☐
Photographs of Subject	☒	☐
Improvement Sketch	☐	☐
Sketch of Whole Property	☒	☐
Highest and Best Use	☒	☐
Cost Approach	☒	☐
Analysis of Market Approach Data	☒	☐
Income Approach Applicable? ☒ N/A	☐	☐
Reconciliation	☒	☐
Appraisal of Part Taken	☒	☐
Appraisal of Remainder Properties	☒	☐
Estimation of Damages and Cost to Cure	☐	☐
Statement of Appropriate & Limiting Conditions	☒	☐

2) Is the report considered to be adequate overall? Yes ☒ No ☐

3) Is the report complete and mathematically correct? Yes ☒ No ☐

4) Were corrections required? Yes ☒ No ☐

If YES:
(A) Was appraiser available? Yes ☒ No ☐
(B) Was appraiser cooperative? Yes ☒ No ☐
(C) Were corrections timely? Yes ☒ No ☐

5) Did the appraiser comply with the appraisal assignment? Yes ☒ No ☐

6) Comments concerning appropriateness of appraisal methods and techniques used in the appraisal report being reviewed: The appraiser utilized comparable sales in the immediate neighborhood that are very comparable to the subject and adequately support the final conclusion..

7) Additional Comments: None

8) Does the appraisal comply with the provisions of the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation with the exceptions of permitted departure and jurisdictional exception? Yes ☒ No ☐

Date: April 15, 2016 Evaluator: Harvey L. Heerssen

A19A

AI-56743 **Urban County** **12. H.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Parcel #3 & 4 from Mr. Rogelio Rodriguez Lozano in the amount of $17,500.00 for the La Homa Street Improvements Project for the City of Palmview.

BACKGROUND

Land acquisition to include Parcels #3 & 4, a right-of-way for the La Homa Street Improvements Project, will include funding from the Palmview Street Improvements line items from various UCP-CDBG funding years.

Funding Available: $105,317.53 2012 Street Improvements
$239,586.74 2013 Street Improvements
$246,975.00 2016 Street Improvements
$591,879.27 Total

Fiscal Impact

Attachments

Approval of land acquisition Parcel 3 & 4/ City of Palmview
Appraisal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/04/2016 09:53 AM
Merlen P. Munoz	Merlen P. Munoz	10/07/2016 10:55 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Olga Lerma		Started On: 10/04/2016 09:07 AM
Final Approval Date: 10/07/2016		

TO VICTOR GALLARDO (RIGHT OF WAY AGENT)

REGARDING PARCEL #3 & #4 WITH ADDRESS: SW CORNER OF LA HOMA RD. AND JIMMY DR. MISSION, TX 78574 PROPERTY OWNER MR. ROGELIO RODRIGUEZ LOZANO IS REQUESTING THE AMOUNT OF $17,500 USD. FOR THE LAND PURCHASED FOR THE LA HOMA BRIDGE PROJECT #:5013-55-0311-5000-5500-UCP-GVG.

DATE: 8/22/2016

SIGNATURE: _____

ROGELIO RODRIGUEZ LOZANO

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMO

To: Commissioner's Court

From: Victor Gallardo ROW Agent
Hidalgo County Precinct No. 3

Date: September 28, 2016

RE: La Homa Road Bridge Project
Rogelio Rodriguez Lozano Parcel #3 & 4

Attached please find letter provided by property owner for above-mentioned project.

Settlement Offer: $17,500.00

Appraised Value: $13,231.00

Difference: $4,269.00

Owner has many improvements on property, 425' lnf ranch style fencing, 24 palm and 2 mesquite trees, water spigot. Owner differs with appraisal amount on improvements and land.

Approved: _____

Not Approved: _____

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

GENERAL NOTES:

ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78559
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:

1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

SYMBOL LEGEND

- ● – FND. 1/2" IRON ROD
- ⊘ – FND. 60-D NAIL
- ◉ – FND. 1/2" IRON PIPE
- ○ – SET. 1/2" IRON ROD
- ◎ – FND. 1" IRON PIPE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	1,305.46	67.52	2°57'48"	67.51	N77°18'51"W
C2	540.00	24.66	2°37'01"	24.66	N26°37'18"E
C3	460.00	32.63	4°03'51"	32.62	N25°53'53"E

METES AND BOUNDS
RIGHT-OF-WAY DEDICATION

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDS IN VOL. 05, PG. 21, MAP RECORDED OF HIDALGO COUNTY, TEXAS; CONVEYED TO LA JOYA WATER SUPPLY CORPORATION (AGUA SPECIAL UTILITY DISTRICT) IN DOCUMENT NUMBER 1416912, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND ON A CURVE ON THE SOUTH LINE OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CANAL, HAVING A 200.00 FEET RIGHT OF WAY, AND ALSO BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, ALSO BEING THE SOUTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT, WITH THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRACT No. 1 CANAL, ALSO BEING THE SOUTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, HAVING A RADIUS OF 1305.46 FEET, AT AN ARC LENGTH OF 2.1 FEET PASSED A 1" IRON PIPE FOUND, A CHORD DISTANCE OF 67.52 FEET IN ALL, WITH A CHORD BEARING OF NORTH 77°18'51" WEST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 24.66 FEET, AN ARC LENGTH DISTANCE OF 24.66 FEET, WITH A CHORD BEARING OF NORTH 26°37'18" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF TANGENCY;

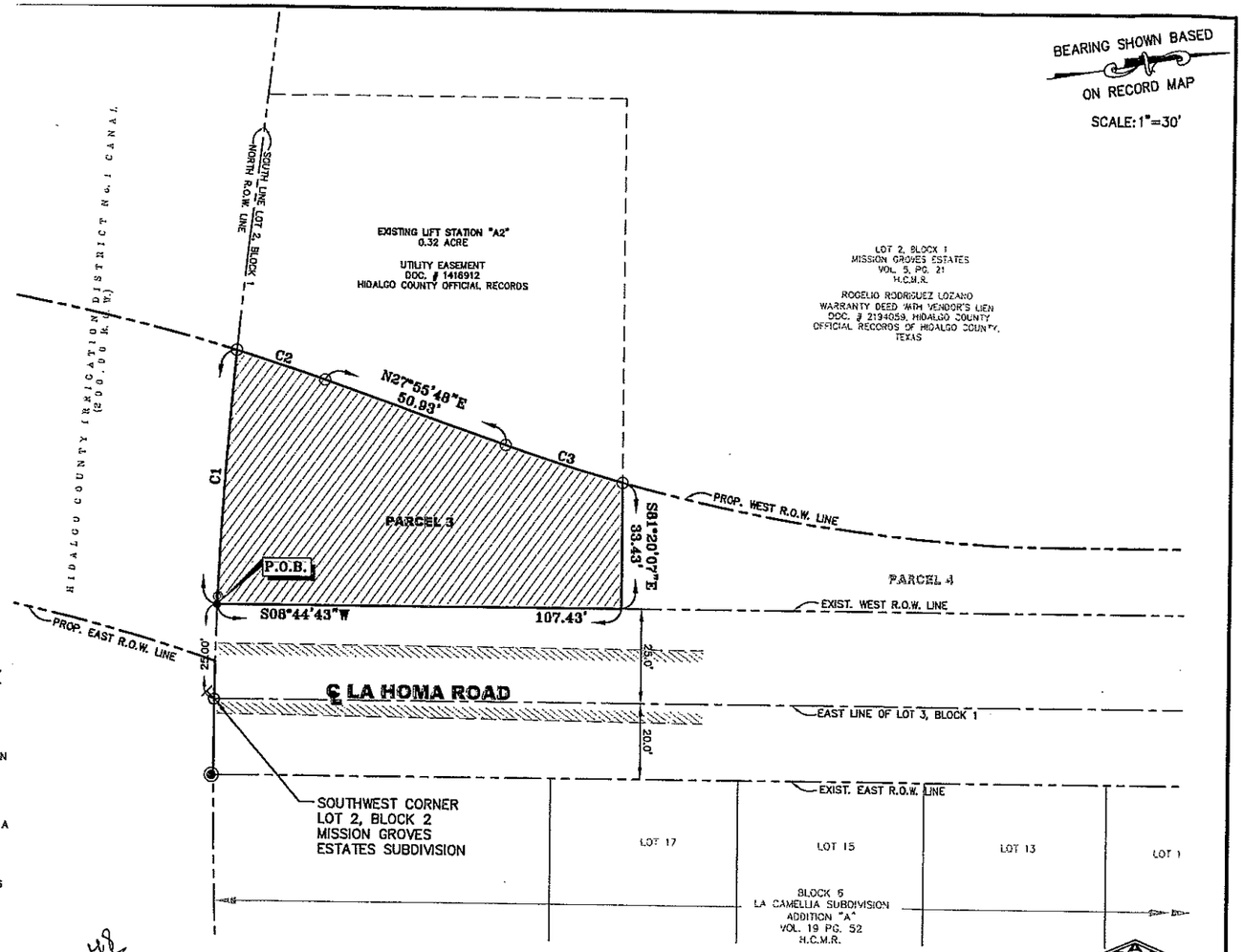
THENCE NORTH 27°55'48" EAST, A DISTANCE OF 50.93 FEET TO A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 32.63 FEET, A CHORD DISTANCE OF 32.62 FEET, WITH A CHORD BEARING OF NORTH 25°53'53" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, SOUTH 81°20'07" EAST, A DISTANCE OF 33.43 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE NORTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°44'43" WEST, A DISTANCE OF 107.43 FEET WITH THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE EAST BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, TO THE POINT OF BEGINNING, CONTAINING 0.122 OF AN ACRE (5,329.81 SQFT.) TRACT OF LAND MORE OR LESS

JOB NUMBER
ENG 14.004



GF 143148

PLAT SHOWING PARCEL 3

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 05, PG. 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

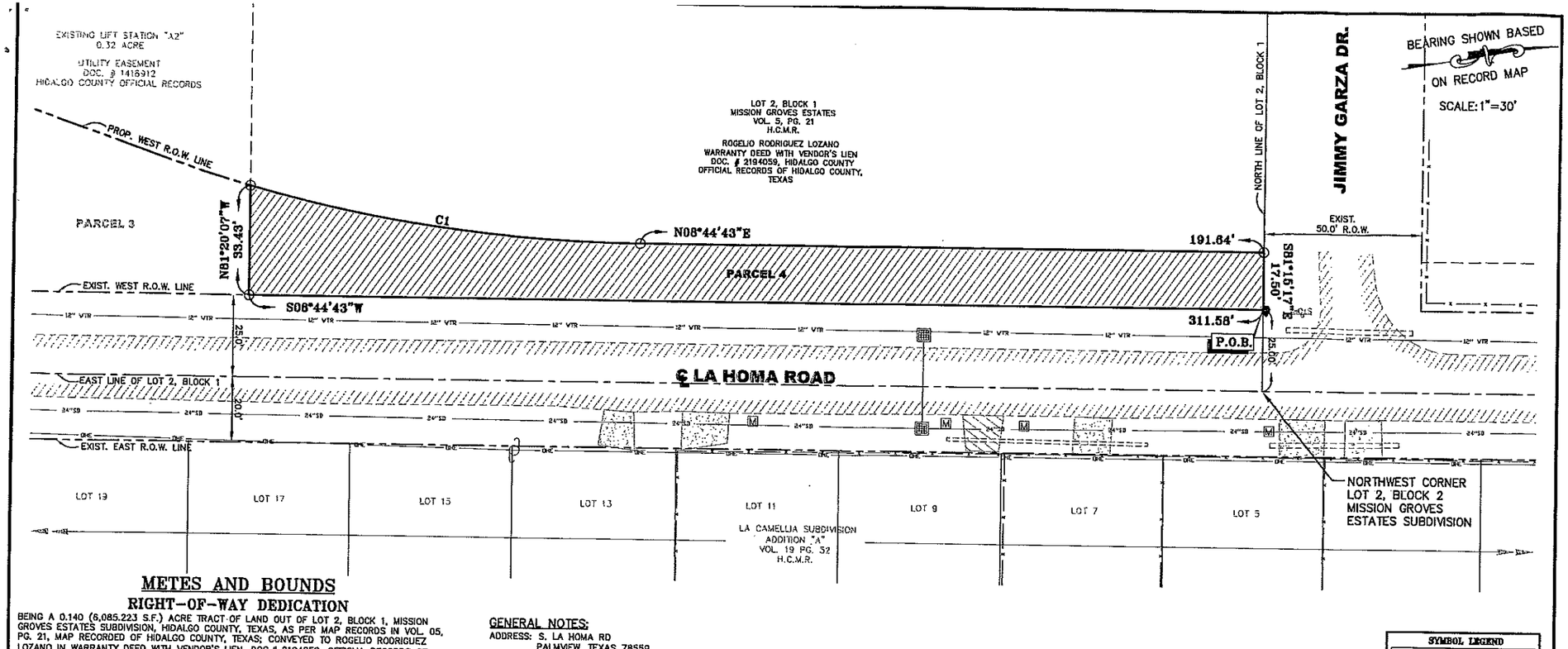
I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

STATE OF TEXAS
REGISTERED
SAMUEL D. MALDONADO
6027
PROFESSIONAL LAND SURVEYOR

4/28/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD — TEL: (956) 702-8840
PHARR, TEXAS 78577 — FAX: (956) 702-8883
SURVEY FIRM REGULATION # 101416-00



METES AND BOUNDS
RIGHT-OF-WAY DEDICATION

BEING A 0.140 (6,085.223 S.F.) ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDS IN VOL. 05, PG. 21, MAP RECORDED OF HIDALGO COUNTY, TEXAS; CONVEYED TO ROGELIO RODRIGUEZ LOZANO IN WARRANTY DEED WITH VENDOR'S LIEN, DOC.# 2194059, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION ALSO THE NORTHEAST CORNER OF THIS TRACT.

THENCE SOUTH 08°44'43" WEST, A DISTANCE OF 311.56 FEET WITH THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°20'07" WEST, A DISTANCE OF 33.43 FEET TO A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 121.40 FEET, A CHORD DISTANCE OF 121.04 FEET, WITH A CHORD BEARING OF NORTH 16°18'20" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF TANGENCY;

THENCE, PARALLEL TO THE EAST LINE OF SAID LOT 2, BLOCK 1 AND THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, NORTH 08°44'43" EAST, A DISTANCE OF 191.64 FEET TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH LINE OF SAID LOT 2, BLOCK 1, AND THE EXISTING SOUTH RIGHT OF WAY LINE OF JIMMY GARZA DRIVE, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'17" EAST, A DISTANCE OF 17.50 FEET WITH NORTH LINE OF SAID LOT 2, BLOCK 1, AND THE EXISTING SOUTH RIGHT OF WAY LINE OF JIMMY GARZA DRIVE, TO THE POINT OF BEGINNING, CONTAINING 0.140 OF AN ACRE (6,085.223 SQFT.) TRACT OF LAND MORE OR LESS

JOB NUMBER
ENG 14.004

GENERAL NOTES:
ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78559
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:
1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

SYMBOL LEGEND	
●	– FND. 1/2" IRON ROD
⊗	– FND. 60-D NAIL
◉	– FND. 1/2" IRON PIPE
○	– SET. 1/2" IRON ROD

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	460.00	121.40	15°07'14"	121.04	N16°18'20"E

PLAT SHOWING
PARCEL 4

BEING A 0.140 (6,085.223 S.F.) ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 05, PG. 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

STATE OF TEXAS
REGISTERED
SAMUEL D. MALDONADO
6027
PROFESSIONAL
LAND SURVEYOR

4/29/2015
SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD
PHARR, TEXAS 78577
SURVEY FIRM REGULATION # 101418-00
TEL: (956) 702-6660
FAX: (956) 702-6663

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Southwest corner of La Homa Road and Jimmy Garza Drive, within the ETJ of Palmview, Texas
District: N/A
Property Owner: Rogelio Rodriguez Lozano
Parcel: 3 & 4
Address of Property Owner: P.O. Box 5343, McAllen, Texas 78502
ROW CSJ: N/A
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition
Highway: La Homa Road Bridge
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and Sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $15,060 as of January 6, 2016, based upon my independent appraisal and the exercise of my professional judgment;

That on January 6, 2016, (date)(s), I personally inspected in the field the property herein appraised; that I afforded Rogelio Rodriguez Lozano (fee holder) and La Joya Water Supply Corporation/Agua Special Utility District (easement holder), the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 6, 2016 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Hidalgo County Precinct No. 3, the Texas Department of Transportation, and/or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature
General Real Estate Appraiser (TX 1328375 – General)
Certification Number

January 12, 2016
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permission granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser, and Mike Navarro, Appraiser Trainee, with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser. However, he is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, i.e., a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan.

This appraisal has been completed with the extraordinary assumption that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

(d) "In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway."

I have performed no other appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

Assumptions and Limiting Conditions

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use for which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property and is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Jurisdictional Exception

Jurisdictional Exception is defined in the Uniform Standards of Professional Appraisal Practice (2014-2015 Edition) as an assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. Project impact/influence is disregarded in the appraisal of the subject whole property. This is a departure from Standards Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such improvements to the extent they are reflected in market actions." (U-20, Lines 618-620). This report has been prepared in such a manner that any market influences projected by the proposed development shall not be taken into consideration.

Client for Appraisal

The client for this report is Hidalgo County Precinct No. 3 under the direction of the Hidalgo County Urban County Program, located at 724 North Breyfogle, Mission, Texas 78574. Victor Gallardo is the project manager and can be contacted at (956) 585-4509.

Intended Use and User

The appraisal report is intended for use solely by Hidalgo County Precinct No. 3 and the Hidalgo County Urban County Program and others involved in the project. The purpose of this report is to provide a current market value of the part to be acquired in order for Hidalgo County Precinct No. 3 to begin negotiations for the purchase of the subject property, in part or as a whole, as described by the survey provided. The report, in part or as a whole, is to be used solely for the acquisition of said property in the name of the name of the County of Hidalgo. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of La Homa Bridge. The project limits begin on the northern side of U.S. Business Highway 83 and continues north to the intersection of La Homa Road and Jimmy Garza Drive. This report is not intended for any other use, unless specified by the client, Hidalgo County Precinct No. 3.

Scope of the Assignment

By contract and written authorization to proceed, Hidalgo County Precinct No. 3 requested that Garza & Associates prepare an appraisal report of the part to be acquired for the proposed right-of-way project. The subject property shall be valued in the fee simple estate in its present condition. The scope of the assignment makes the extraordinary assumption that the subject property is free from contamination and/or other environmental conditions, which would affect the overall market value. In addition, the subject property shall be valued with the Jurisdictional Exception that the subject property shall be valued without project influence. The owner-of-record shall be contacted by letter affording the right to be present on-site with the appraiser at the time of on-site visit. In the event that confirmation cannot be made with the owner-of-record, the appraiser is to proceed from an existing public road right-of-way. During the appraisal process, other sales in the area shall be analyzed for comparability and reliability in determining the market value of the subject property. Any site or building improvements located within the acquisition area shall be measured and photographed. These improvements shall be itemized for purposes of compensation and/or cost to cure (if any). The report shall establish the market value of the whole, part to be acquired, and the remainder before and after the acquisition. The appraiser shall also review the remainder before and after to determine if there is any diminution of market value. This report shall be prepared and conform with the Texas Department of Transportation ROW A-5 Form Rev. 08/2011.

Property Rights

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee simple is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010, page 78

Market Value

The following is the basis for which the determination of market value is established for the subject property. In addition, these factors are used for the selection of comparables in the Direct Sales Analysis.

"The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954)

Exposure & Marketing Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area, which were reviewed during the sales search for comparables similar to the subject property. However, it is noted that the subject properties may not have active utilities available to the site, which may extend the overall exposure and marketing time period.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation. Any and all personal property and/or realty located within the existing road right-of-way shall be deemed non-compensable. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report.

Extraordinary Assumptions & Hypothetical Conditions

1. *The subject property is owned in fee simple and shall be appraised as such. Any fractional interest involved in the subject property shall not be analyzed, as dictated by the scope of the assignment, for purposes of determining market value.*

2. *It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.*

Accessibility To Site

The owner-of-record was sent a certified letter asking for permission to enter the subject property to measure and photograph the subject property. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates, LLC, at (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III. As of the date of the report, no contact has been made with the property owner; therefore, the inspection was conducted from off-site within an existing road right-of-way. This office met on-site with Rogelio Rodriguez on January 6, 2016, and can be contacted at 956-313-4086.

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

November 10, 2015

Project: La Homa Bridge Project
Parcel 3

La Joya Water Supply (Agua Special Utility District)
3120 North Abram Road
Palmview, Texas 78572

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo Urban County Program, to appraise various properties along La Homa Bridge. This appraisal is to determine the fee simple market value of the part to be acquired by Hidalgo Urban County Program. Hidalgo County Precinct No. 3 is working in conjunction with the Hidalgo County Urban County Program, to purchase a portion of your property in the name of the State of Texas. The proposed acquisition is for additional road right-of-way, needed for the renovation of La Homa Bridge. This also includes utility relocations along the roadway. Attached is a survey of the area to be acquired along the frontage of your property. This office shall be inspecting the part to be acquired on your property from existing road right-of-way until verbal or written permission from you is granted to enter your property. Hidalgo County Precinct No. 3 shall be negotiating the purchase of such proposed right-of-way believed to be in the name of La Joya Water Supply (Agua Special Utility District) . We would like to extend the opportunity to meet with our appraisers at your property in order to explain the project and the purpose of the appraisal report.

I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or leonel3@garza-associates.com.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 3
Victor Gallardo
Right of Way Agent
724 North Breyfogle
Mission, Texas 78574
(956) 585-4509

Leonel Garza Jr. & Associates LLC



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NOV 10 2015
PS 78504

Postage	$ .49
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 6.74

Postmark Here

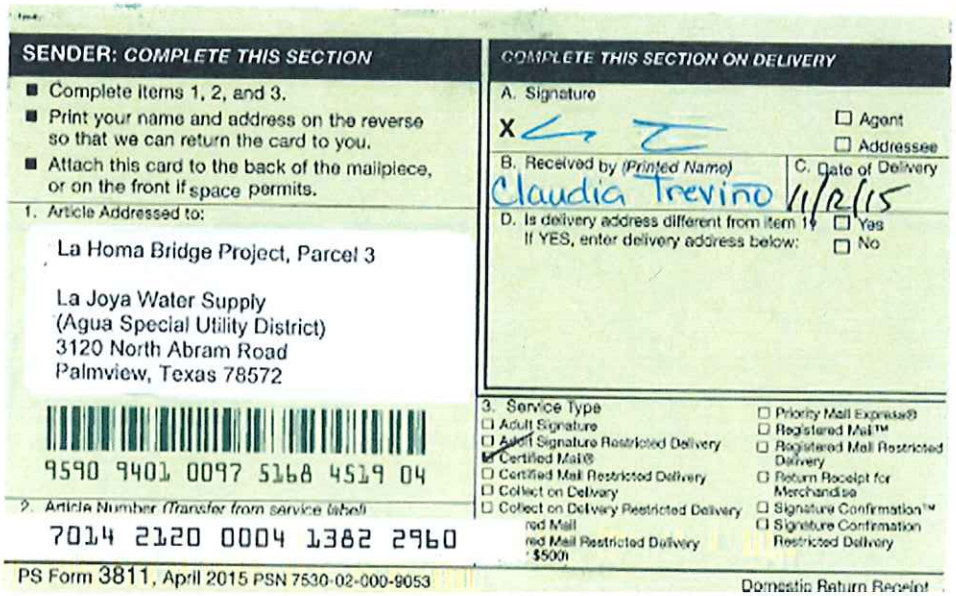
Sent To: La Homa Bridge Project, Parcel 3

Street & Apt. No. or PO Box No.: La Joya Water Supply
(Agua Special Utility District)
3120 North Abram Road

City, State, ZIP+4: Palmview, Texas 78572

PS Form 3800, ...

7014 2120 0004 1382 2960



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

La Homa Bridge Project, Parcel 3

La Joya Water Supply
(Agua Special Utility District)
3120 North Abram Road
Palmview, Texas 78572

9590 9401 0097 5168 4519 04

2. Article Number (Transfer from service label)
7014 2120 0004 1382 2960

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name): Claudia Trevino
C. Date of Delivery: 11/12/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ...red Mail
☐ ...red Mail Restricted Delivery
...$500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

November 10, 2015

Project: La Homa Bridge Project
Parcel 4

Rogelio Rodriguez Lozano
P.O. Box 5343
McAllen, Texas 78502

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo Urban County Program, to appraise various properties along La Homa Bridge. This appraisal is to determine the fee simple market value of the part to be acquired by Hidalgo Urban County Program. Hidalgo County Precinct No. 3 is working in conjunction with the Hidalgo County Urban County Program, to purchase a portion of your property in the name of the State of Texas. The proposed acquisition is for additional road right-of-way, needed for the renovation of La Homa Bridge. This also includes utility relocations along the roadway. Attached is a survey of the area to be acquired along the frontage of your property. This office shall be inspecting the part to be acquired on your property from existing road right-of-way until verbal or written permission from you is granted to enter your property. Hidalgo County Precinct No. 3 shall be negotiating the purchase of such proposed right-of-way believed to be in the name of Rogelio Rodriguez Lozano . We would like to extend the opportunity to meet with our appraisers at your property in order to explain the project and the purpose of the appraisal report.

I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or leonel3@garza-associates.com.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 3
Victor Gallardo
Right of Way Agent
724 North Breyfogle
Mission, Texas 78574
(956) 585-4509



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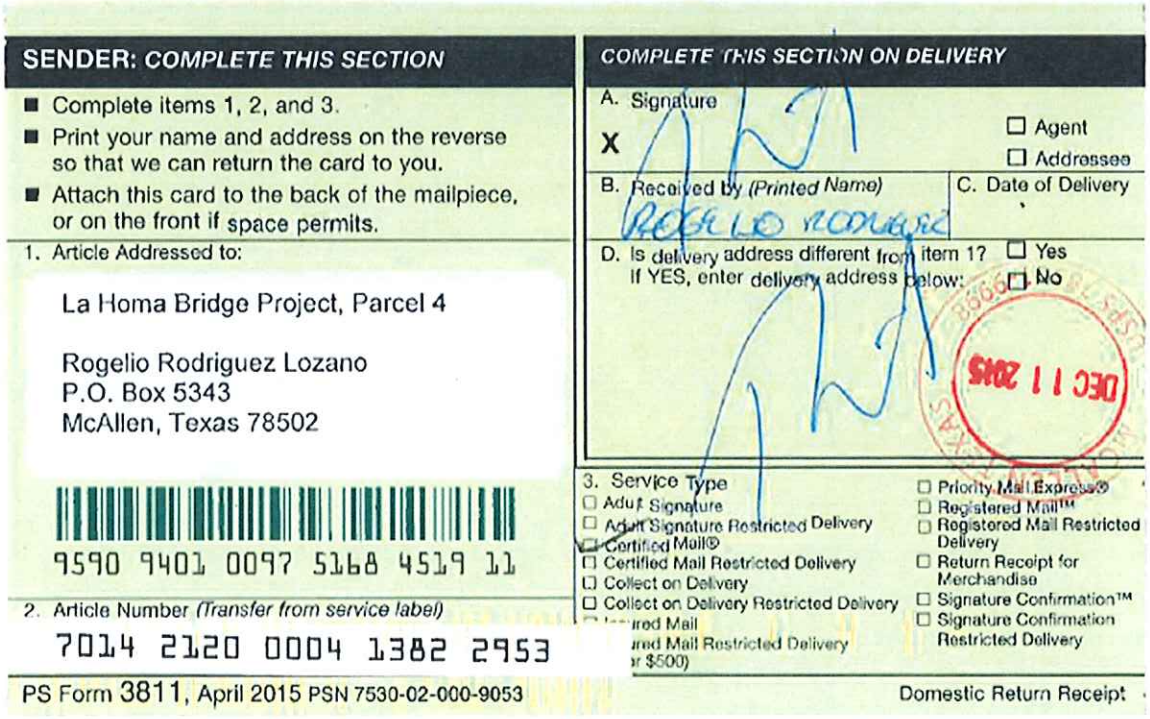
Postage $ .49
Certified Fee 3.45
Return Receipt Fee (Endorsement Required) 2.80
Restricted Delivery Fee (Endorsement Required)
Total Postage 6.74

Postmark Here
NOV 10 2015

Sent To La Homa Bridge Project, Parcel 4
Street & Apt. or PO Box No. Rogelio Rodriguez Lozano P.O. Box 5343
City, State, ZIP McAllen, Texas 78502

PS Form 3800, July 2014 See Reverse for Instructions

7014 2120 0004 1382 2953



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

La Homa Bridge Project, Parcel 4

Rogelio Rodriguez Lozano
P.O. Box 5343
McAllen, Texas 78502

9590 9401 0097 5168 4519 11

2. Article Number (Transfer from service label)
7014 2120 0004 1382 2953

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) ROGELIO RODRIGUEZ C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

DEC 11 2015

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

AERIAL PHOTOGRAPH OF THE SUBJECT PROPERTY



www.googleearth.com

The subject property as a whole is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. Parcels 3 and 4 were combined for as they are both under the same ownership (Rogelio Rodriguez Lozano – fee simple owner), with Parcel 3 being encumbered by a utility easement owned by La Joya Water Supply Corporation (Agua Special Utility District). This exhibit is for illustrative use only.

AERIAL PHOTOGRAPH OF THE SMALLER ECONOMIC UNIT AREA



www.googleearth.com

The smaller 5.0 acre economic unit area is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. This exhibit is for illustrative use only.

Market Analysis

The subject property is located on the north side of U.S. Business Highway 83, in-between Bentsen Palm Drive and Breyfogle Road (Schuerbach Road), within the ETJ (extraterritorial jurisdiction) of Palmview, Texas. The ETJ is the legal ability of a government to exercise authority beyond its normal boundaries that is not within the city limits of another city. The ETJ is the territory where Palmview is authorized to annex land. The ETJ enables Palmview to extend regulations to adjacent land where development can affect quality of life within the city. ETJ regulations also help to ensure that subdivisions that may be annexed by Palmview in the future meet minimum standards for road access, lot size, and other factors. No municipal taxes are collected in the ETJ. Services such as public safety, road maintenance, and parks are provided by the county but not by Palmview. No Palmview zoning is enforced within the ETJ; therefore, the subject property is un-zoned and is legally permissible to utilized for any use.

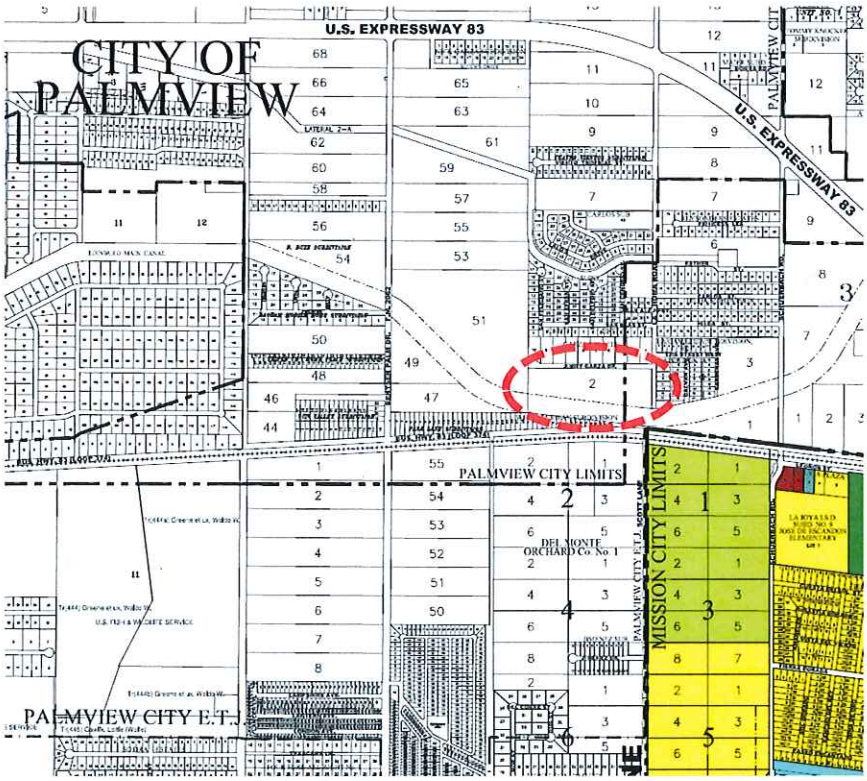
Palmview, Texas, is located within Hidalgo County, and is part of the McAllen-Edinburg-Mission metropolitan statistical area (MSA), and has a population of 5,460 as of the 2010 U.S. Census. Palmview is located south of La Homa, Texas, which is a census-designated place (CDP) with a population of 11,985 as of the 2010 U.S. Census, north of South Palmview, Texas, which is a census-designated place (CDP) with a population of 5,575 as of the 2010 U.S. Census, west of the City of Mission with a population of 80,452 as of the 2010 U.S. Census, and east of Abram-Perezville, Texas, which is a census-designated place (CDP). The subject property is located within the La Joya Independent School District, and has to potable water provided by Aqua Special Utility District.

Utilities

The subject property is located within the ETJ of Palmview, which has access to potable water which is serviced by the Aqua Special Utility District. The subject property does not have access to sanitary sewer.

Zoning

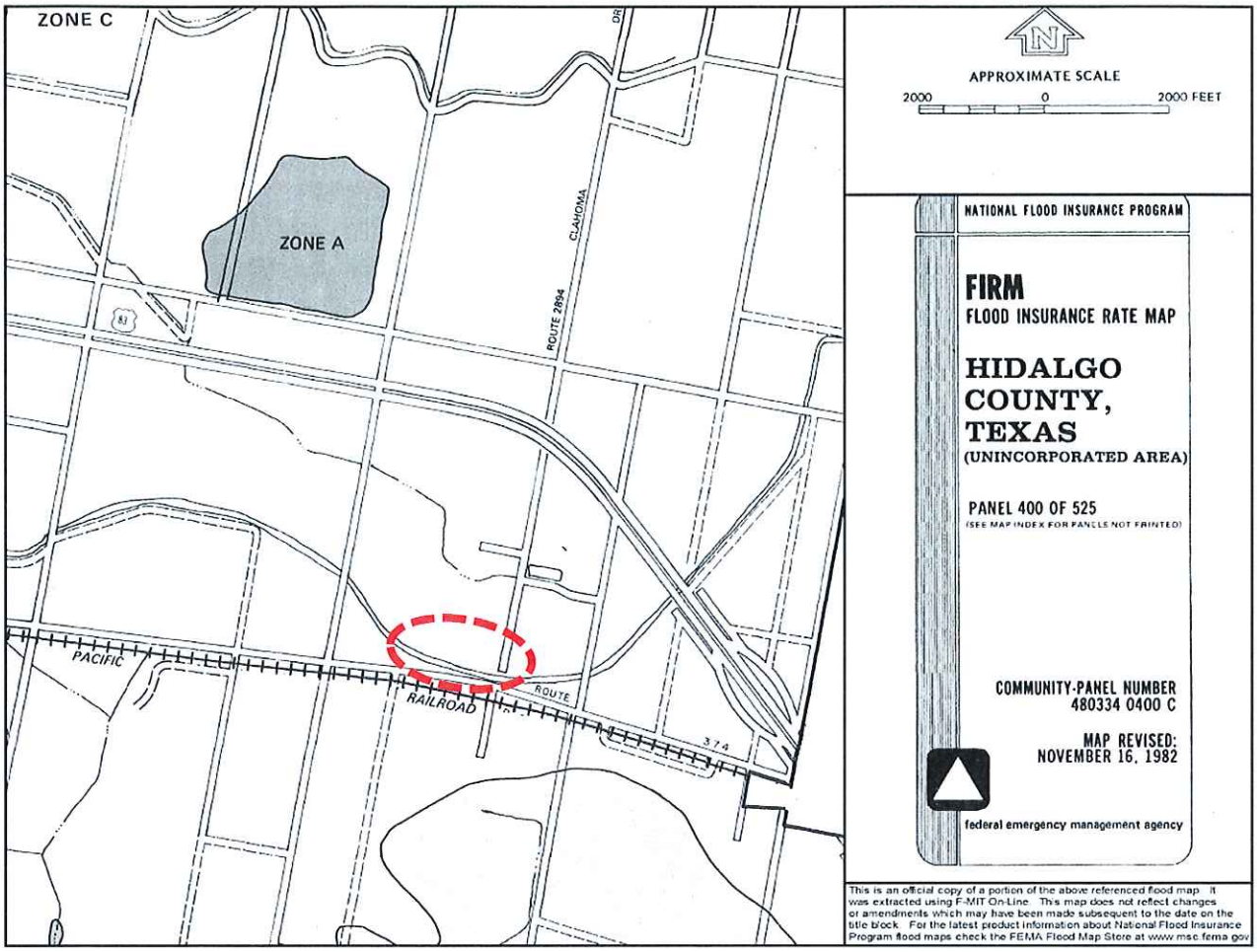
The subject property is located partially within the ETJ of Palmview and partially within the city limits of Palmview; therefore, the subject property is partially zoned A-O (Open Agricultural District) and un-zoned. Palmview zoning information was provided by Jaime Sanchez, Palmview City Inspector.



http://www.missiontexas.us

The subject property is outlined by a red dashed line and is for illustrative purposes only.

Flood Zone Designation



The subject property is located in Flood Zone C. Zone C is not designated as a Special Flood Hazard area. A flood hazard areas located on the Flood Insurance Rate Map is identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by any flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

www.fema.gov

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 3 & 4

Local Address: Southwest Corner of La Homa Road and Jimmy Garza Drive, within the ETJ of Palmview, Texas

Date Taken: January 6, 2016

Taken By: Leonel Garza III & Mike Navarro

Point which taken: Photo 1: La Homa Road
Photo 2: La Homa Road

Looking: Photo 1: Southern View
Photo 2: Southwestern View



Photo 1
Southern view of Parcel 4



Photo 2
Southwestern view of Parcel 3

Point which taken: Photo 3: Jerry Garza Drive
Photo 4: La Homa Road

Looking: Photo 3: Western View
Photo 4: Southern View



Photo 3
Western view of Jerry Garza Drive



Photo 4
Southern view of La Homa Road

Property Description

The subject property is located at the southwest corner of La Homa Road and Jimmy Garza Drive, partially located within the ETJ as well as the city limits of Palmview, Texas. The subject property is located partially within the ETJ of Palmview and partially within the city limits of Palmview; therefore, the subject property is partially zoned A-O (Open Agricultural District) and un-zoned. The subject property is a 5.0 acre irregular shaped tract of land, with approximately 575.0' lineal feet of frontage along the south side of Jimmy Garza Drive and 419.01' lineal feet of frontage along the west side of La Homa Road. For the purposes of this report Parcels No. 3 and No. 4 were combined in this report. Both parcels are under the ownership of Rogelio Rodriguez, with Parcel No. 3 being a La Joya Water Supply Corporation (Agua Special Utility District) utility easement to be utilized as a future lift station. Potable water is available to the subject property; however, sanitary sewer is not available or provided. The subject property is identified as Lot 25, Block 1, Mission Groves Estates.



The subject property as a whole is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. This exhibit is for illustrative use only.

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

Legally Permissible

After a conversation with the City of Palmview, the subject property is partially located within the ETJ as well as within the city limits of Palmview. According to the City of Palmview, the portion located within the ETJ is not subject to Palmview zoning; however, the portion located within the city limits is zoned A-O (Open Agricultural District). Therefore, the subject property is partially un-zoned and partially zoned A-O, and will require rezoning for any future use other than an agricultural use.

Physically Possible

The subject property is located at the southwest corner of La Homa Road and Jimmy Garza Drive. The subject property is an irregular shaped tract of land with the approximately 575.0' lineal feet of frontage on the south side of Jimmy Garza Drive and 419.01' lineal feet of frontage along the west side of La Homa Road. The provided survey is of the proposed acquisition area and not of the whole property; therefore, the whole property area is estimated to be 5.0 acres. Based on the size and dimensions of the subject property, the subject property appears to have sufficient land area for a residential use or development.

Financially Feasible

Based on the surrounding uses, size and dimension, the most financially feasible use is determined to be for residential use or development.

Maximally Productive

The subject property is a vacant tract of land currently being utilized for an agricultural use. The overall site would be at its maximally productive state if utilized for residential use or development.

The overall highest and best use is confirmed to be for residential use or development, based on the overall location, size, dimension, access, and available utilities of the subject property.

Property Tax Assessment

The Hidalgo County Appraisal District is currently reviewing and re-assessing property values for Year 2015. As such, the assessed value may be subject to change for the 2015 tax year. Property tax protests typically begin on or about May 31st annually. The Hidalgo County Appraisal District provides general information about the District and the property tax system in Texas, as well as general information regarding properties assessed for taxes. This data source does not replace the use of a title search, but will inform the appraiser of the current owner-of-record. The Appraisal District will annually appraise properties according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP). Research concerning the derivation of the following assessed value was not conducted during the course of this appraisal and is used for data collection purposes only. The following information can be found at www.hidalgoad.org and/or the District office located at 4405 S. Professional Drive, Edinburg, Texas.

Hidalgo CAD

Property Search Results > 238118 LOZANO ROGELIO RODRIGUEZ for Year 2016

Property

Account

Property ID:	238118	Legal Description:	MISSION GROVES ESTATE LOT 2 BLK 1
Geographic ID:	M5000-00-001-0002-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	JIMMY GARZA DR TX	Mapsco:	
Neighborhood:		Map ID:	CPM
Neighborhood CD:			

Owner

Name:	LOZANO ROGELIO RODRIGUEZ	Owner ID:	957722
Mailing Address:	PO BOX 5343 MCALLEN, TX 78502-5343	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$41,712	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$20,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$185,730	$2,120
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$247,942	
(–) Ag or Timber Use Value Reduction:	–	$183,610	
(=) Appraised Value:	=	$64,332	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$64,332	

Taxing Jurisdiction

Owner: LOZANO ROGELIO RODRIGUEZ
% Ownership: 100.0000000000%
Total Value: $247,942

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$64,332	$64,332	$0.00
CPM	CITY OF PALMVIEW	0.479000	$64,332	$64,332	$308.15
DR1	DRAINAGE DISTRICT #1	0.095700	$64,332	$64,332	$61.57
GHD	HIDALGO COUNTY	0.590000	$64,332	$64,332	$379.56
JCC	SOUTH TEXAS COLLEGE	0.185000	$64,332	$64,332	$119.01
R05	ROAD DIST 05	0.000000	$64,332	$64,332	$0.00
SLJ	LA JOYA ISD	1.311000	$64,332	$64,332	$843.39
SST	SOUTH TEXAS SCHOOL	0.049200	$64,332	$64,332	$31.65
	Total Tax Rate:	2.709900			
				Taxes w/Current Exemptions:	$1,743.33
				Taxes w/o Exemptions:	$1,743.33

Improvement / Building

www.hidalgoad.org

Improvement #1:	RESIDENTIAL	State Code:	E1	Living Area:	2465.0 sqft	Value:	$41,712

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	CBKFA	CCBK	1981	1764.0
ENC	ENCLOSED ADD	CBKFA		1981	437.0
CPT	CARPORT	CBKFA		1981	476.0
STG	STORAGE	CBKFA		1981	336.0
ADD	ADDITION	CBKFA		1981	192.0
ADD	ADDITION	CBKFA		1981	72.0
PAT	PATIO	CBKFA		1981	636.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	1.0000	43560.00	0.00	0.00	$20,500	$0
2	P	GRAZING 1PASTWET	9.0600	394653.60	0.00	0.00	$185,730	$2,120

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$41,712	$206,230	2,120	64,332	$0	$64,332
2015	$41,712	$206,230	4,213	66,425	$0	$66,425
2014	$41,637	$206,230	4,050	66,187	$0	$66,187
2013	$42,524	$206,230	3,878	66,902	$0	$66,902

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/1/2011 12:00:00 AM	WDV	WARRANTY DEED/VENDORS LIEN	REPO HOUSES A &	LOZANO ROGELIO			2194059
2	6/14/2010 12:00:00 AM	STD	SUB TRUSTEE DEED	DE LA FUENTE JU/	REPO HOUSES A &			2111243
3	9/26/2007 12:00:00 AM	GWD	GEN. W/D	DE LA FUENTE JU/	DE LA FUENTE JU/			1810121

www.hidalgoad.org

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for residential use or development. This classification shall be utilized for the determination of value for the whole property.

VALUATION APPROACHES

Cost Approach ..... $ Not Applicable

Sales Comparison Approach ..... $ 169,185

Income Approach ..... $ Not Applicable

RECONCILATION OF APPROACHES TO VALUE

Contributory Value of Improvements	
Ranch Style Hog Fence (1,591' lineal feet x $4.35/lf @ 50% Depreciation)	$ 3,460
(2) Mesquite Trees ($425 / Tree)	$ 850
(80) Palm Trees ($185 / Tree)	$ 14,800
(1) Water Spigot ($150 / Spigot @ 50% Depreciation)	$ 75
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 19,185**

Parcel 4 - Fee Value	4.6800 AC	@ $ 30,000 / ACRE	$	140,400
Parcel 3 - Encumbered Value	0.3200 AC	@ $ 15,000 / ACRE	$	4,800
Parcel 3 - Easement Value	0.3200 AC	@ $ 15,000 / ACRE	$	4,800
Total Land Value			$	150,000

Reconciled Final Value _____ **$ 169,185**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg 3.8	pg 3.9

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Repo Houses A & C, LLC	Raul Saenz and wife, Esther Saenz	Jaime Cordova and Cesar Rosales	Ramiro Guerra and spouse, Maria Del Carmen Guerra
Grantee	Rogelio Rodriguez Lozano	David Alberto Escalera and wife Monica Guerrero	Francisco Piña, Jr. and Cora Elizabeth Piña	Pedro Hernandez Santiago
Date	March 22, 2011	August 25, 2015	March 10, 2014	January 16, 2015
Sales Price	$ -	$ 135,000	$ 170,000	$ 225,000
Unit Price	$ - / AC	$ 27,551 / AC	$ 22,078 / AC	$ 37,500 / AC
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -5%	Inferior 15%	Superior -10%
Corner Influence/Frontage	La Homa Road & Jerry Garza Drive	Inspiration Road 5%	Bentsen Palm Drive 5%	North Schuerbach Road 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Superior -10%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	All Utilities -5%	Water / No Sewer 0%	Water / No Sewer 0%
Size of Tract	5.00 AC	4.90 0%	7.70 0%	6.00 0%
	Net Adjustment	$ (1,378) -5%	$ 4,416 20%	$ (5,625) -15%
	Indicated Unit Value	$ 26,173 / AC	$ 26,494 / AC	$ 31,875 / AC
Estimated Unit Value of Fee Simple Area				**$ 30,000 / AC**

Estimated Value by Sales Comparison Approach **$ 150,000**

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(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: N/A | Parcel No.: 3 & 4 | Highway: La Homa Road Bridge Project
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Raul Saenz and wife, Esther Saenz
Grantee/Lessee: David Alberto Escalera and wife, Monica Guerrero

Date: August 25, 2015 Recording Information: Deed No. 2642301 Key Map: Texas Map

Address: Inspiration Road, Mission, TX Zip Code: 78572

Legal Description: A 4.91 acres tract of land aka the South 5.00 acres of the North 23.2 acres of Lot 31-1, West Addition to Sharyland Subdivision, Hidalgo County, Texas.

Confirmed Price: $135,000 Verified with: MLS No. Owner: Mr. David Escalera

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 4.900 Acres/ 213,444 Sq. Ft. Unit Price as Vacant: $27,551 / Acre
$0.63 / Square Foot

Type Street: Asphalt Paved Utilities: All Utilities

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Residential Use

Date of Inspection: January 6, 2016 Zoning: Residential Flood Plain: N/A

Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 3 & 4 Highway: La Homa Road Bridge Project
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Jaime Cordova and Cesar Rosales Grantee/Lessee: Francisco Piña, Jr and Cora Elizabeth Piña
Date: March 10, 2014 Recording Information: Deed No. 2494608 Key Map: Texas Map
Address: Bentsen Palm Drive, Palmview, TX Zip Code: 78572
Legal Description: Lot Thirty Seven (37), BENTSEN GROVES ADDITION "E", Hidalgo County, Texas.
Confirmed Price: $170,000 Verified with: MLS No. A147400S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 7.700 Acres/ 335,412 Sq. Ft. Unit Price as Vacant: $22,078 / Acre
$0.51 / Square Foot
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant Highest & Best Use: Residential Use
Date of Inspection: January 6, 2016 Zoning: N/A Flood Plain: N/A
Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

COMPARABLE DATA SUPPLEMENT

District: N/A | Parcel No.: 3 & 4 | Highway: La Homa Road Bridge Project
County: Hidalgo | ROW CSJ: N/A

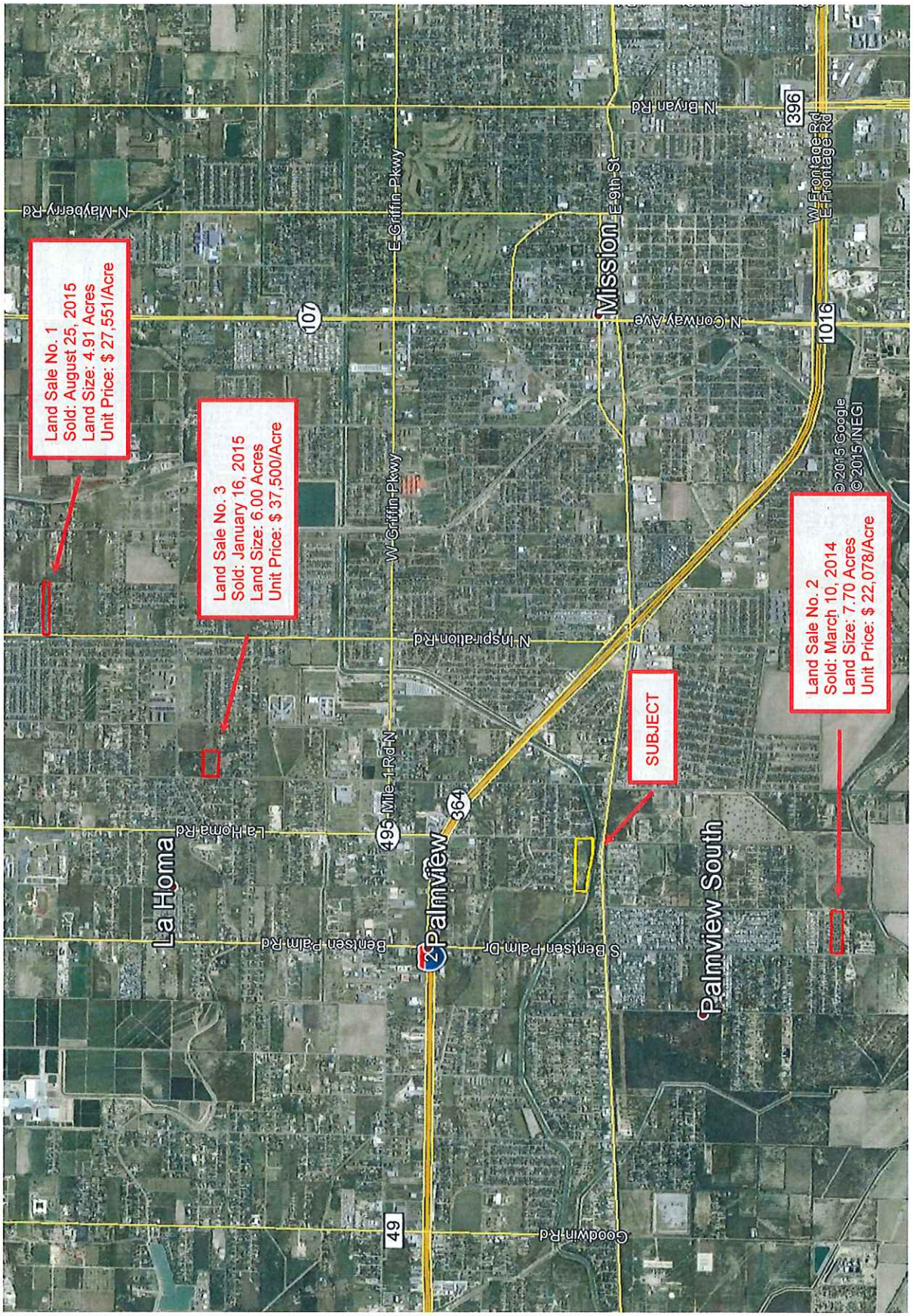
Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Ramiro Guerra and spouse, Maria Del Carmen Guerra
Grantee/Lessee: Pedro Hernandez Santiago
Date: January 16, 2015 Recording Information: Deed No. 2579135 Key Map: Texas Map
Address: N. Schuerbach Rd, Mission, TX Zip Code: 78574
Legal Description: The North 6 acres of Lot 41, New Caledonia Unit No. 1, according to the map thereof recorded in Volume 6, Page 19, Map Records, Hidalgo County, Texas.
Confirmed Price: $225,000 Verified with: MLS No. A247175941S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 6.000 Acres/ 261,360 Sq. Ft. Unit Price as Vacant: $37,500 / Acre
$0.86 / Square Foot
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant Highest & Best Use: Residential Use
Date of Inspection: January 6, 2016 Zoning: N/A Flood Plain: N/A
Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

LOCATION MAP OF SALES



Explanation of Adjustments with Reconciliation:

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $26,173 per acre to $31,875 per acre was determined. Based on the surrounding market, a unit rate near the upper-end of the adjusted range was selected, i.e., $30,000 per acre.

As for the portion of the part to be acquired which is encumbered by a 0.32 acre La Joya Water Supply Corporation (Agua Special Utility District) which encumbers the proposed acquisition, a 50% adjustment of the fee simple unit rate is applied for this area only. The purpose of such discount is that the fee simple owner of record does not contain the full bundle of right to this portion of the subject property as La Joya Water Supply Corporation (Agua Special Utility District) has the right to construct, repair any lines located within their designated easement area. This area reserved for such use will not be able to be built upon with structures without the explicit permissibility of the La Joya Water Supply Corporation (Agua Special Utility District). However, upon the permissibility of the La Joya Water Supply Corporation (Agua Special Utility District), the fee simple owner may cross, farm, and utilize the surface of said tract of land. Since the fee simple owner does not contain full control or bundle of rights, a discount of -50% is applied. Therefore, the area located within the La Joya Water Supply Corporation (Agua Special Utility District) easement, shall have a unit rate calculated at 50% of the $30,000/acre value determined for the fee simple area.

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Ranch Style Hog Fence	1,591	$ 4.35	$ 6,921	50%	$ 3,460
Mesquite Tree	2	$ 425	$ 850	0%	$ 850
Palm Tree	80	$ 185	$ 14,800	0%	$ 14,800
Water Spigot	1	$ 150	$ 150	50%	$ 75
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ 19,185**
Contributory Value of All Improvements					**$ 19,185**

	Net Land Area			**Price / Unit**	
Parcel 4 - Fee Land Value	4.6800	AC	@	$ 30,000 / AC	$ 140,400
Parcel 3 - Encumbered Land Value	0.3200	AC	@	$ 15,000 / AC	$ 4,800
Parcel 3 - Easement Land Value	0.3200	AC	@	$ 15,000 / AC	$ 4,800
Estimated Value By Cost Approach					**$ 169,185**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach _____ **N/A**

Form ROW-A-5(Rev. 08/11)

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☒ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for residential use or development. This shall be utilized for the determination of value for the part to be acquired.

VALUATION APPROACHES

Cost Approach	$	Not Applicable
Sales Comparison Approach	$	14,302
Income Approach	$	Not Applicable

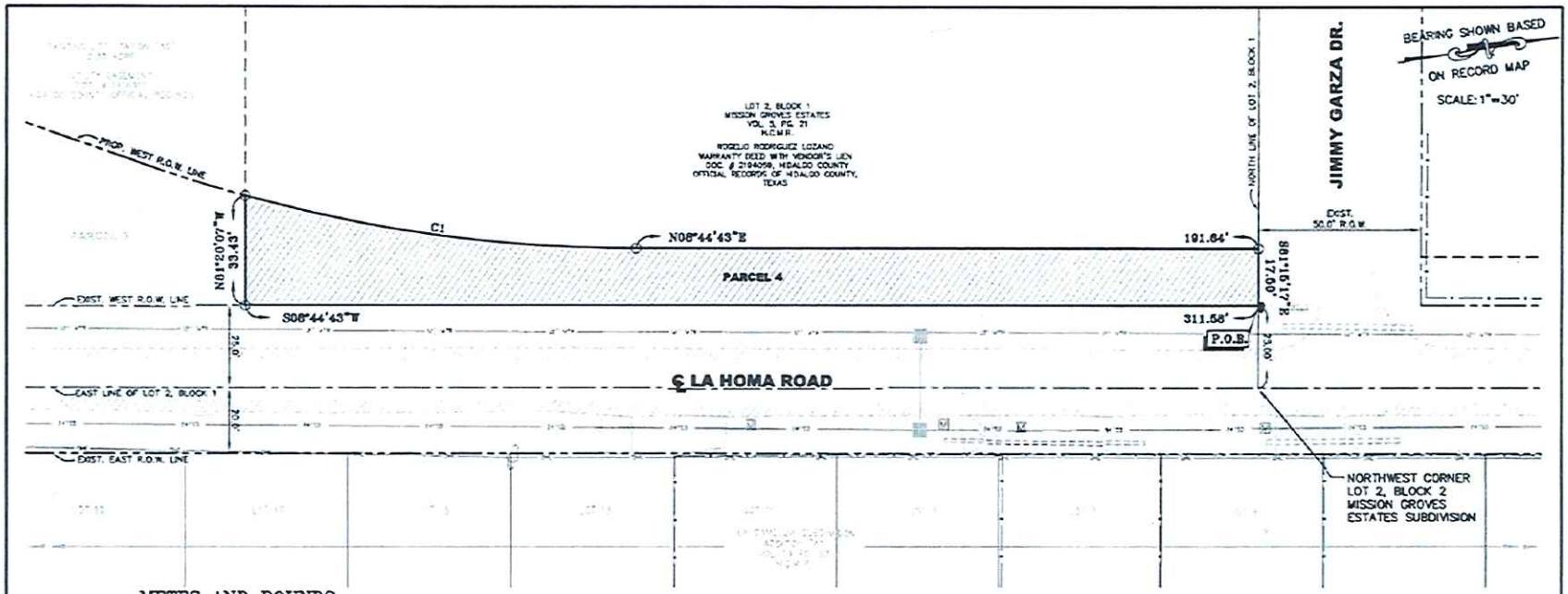
RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements		
Ranch Style Hog Fence (495' lineal feet x $4.35/lf @ 50% Depreciation)	$	1,077
(2) Mesquite Trees ($425 / Tree)	$	850
(24) Palm Trees ($185 / Tree)	$	4,440
(1) Water Spigot ($150 / Spigot @ 50% Depreciation)	$	75
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total Contributory Value of Improvements	**$**	**6,442**

Parcel 4 - Fee Value	0.1400	AC	@	$	30,000	/ ACRE	$ 4,200
Parcel 3 - Encumbered Value	0.1220	AC	@	$	15,000	/ ACRE	$ 1,830
Parcel 3 - Easement Value	0.1220	AC	@	$	15,000	/ ACRE	$ 1,830
Total Land Value							$ 7,860

Reconciled Final Value _____ **$ 14,302**

Land Value, pg 3.1 | Cost Approach, pg 3.7 | Sales Comparison Approach, pg 3.8 | Income Approach, pg 3.9



METES AND BOUNDS

RIGHT-OF-WAY DEDICATION

BEING A 0.140 (6,085.223 S.F.) ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDS IN VOL. 05, PG. 21, MAP RECORDED OF HIDALGO COUNTY, TEXAS; CONVEYED TO ROGELIO RODRIGUEZ LOZANO IN WARRANTY DEED WITH VENDOR'S LIEN, DOC.# 2194059, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION ALSO THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 08°44'43" WEST, A DISTANCE OF 311.56 FEET WITH THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°20'07" WEST, A DISTANCE OF 33.43 FEET TO A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 121.40 FEET, A CHORD DISTANCE OF 121.04 FEET, WITH A CHORD BEARING OF NORTH 16°16'20" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF TANGENCY;

THENCE, PARALLEL TO THE EAST LINE OF SAID LOT 2, BLOCK 1 AND THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, NORTH 08°44'43" EAST, A DISTANCE OF 191.64 FEET TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH LINE OF SAID LOT 2, BLOCK 1, AND THE EXISTING SOUTH RIGHT OF WAY LINE OF JIMMY GARZA DRIVE, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°51'17" EAST, A DISTANCE OF 17.50 FEET WITH NORTH LINE OF SAID LOT 2, BLOCK 1, AND THE EXISTING SOUTH RIGHT OF WAY LINE OF JIMMY GARZA DRIVE, TO THE POINT OF BEGINNING, CONTAINING 0.140 OF AN ACRE (6,085.223 SQFT.) TRACT OF LAND MORE OR LESS

GENERAL NOTES:

ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78559
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:

1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

SYMBOL LEGEND	
●	FND. 1/2" IRON ROD
⊗	FND. 60-D NAIL
◉	FND. 1/2" IRON PIPE
○	SET. 1/2" IRON ROD

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	460.00	121.40	15°07'14"	121.04	N16°16'20"E

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

4/29/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

STATE OF TEXAS — REGISTERED — SAMUEL D. MALDONADO — 6027 — PROFESSIONAL — LAND SURVEYOR

PLAT SHOWING PARCEL 4

BEING A 0.140 (6,085.223 S.F.) ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 05, PG. 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

JOB NUMBER
ENG 14.004

SAMES Sam Engineering & Surveying, Inc.
200 S. CAGE BLVD — TEL: (956) 702-8880
PHARR, TEXAS 78577 — FAX: (956) 702-8883
SURVEY FIRM REGISTRATION # 101416-00

GENERAL NOTES:
ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78558
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:
1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN

SYMBOL LEGEND
- FND. 1/2" IRON ROD
- FND. 60-D NAIL
- FND. 1/2" IRON PIPE
- SET. 1/2" IRON ROD
- FND. 1" IRON PIPE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	1,305.46	67.52	2°57'46"	67.51	N77°18'31"W
C2	540.00	24.66	2°37'01"	24.66	N26°37'18"E
C3	460.00	32.63	4°03'51"	32.62	N25°53'53"E

METES AND BOUNDS
RIGHT-OF-WAY DEDICATION

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDS IN VOL. 05, PG. 21, MAP RECORDED OF HIDALGO COUNTY, TEXAS; CONVEYED TO LA JOYA WATER SUPPLY CORPORATION (AQUA SPECIAL UTILITY DISTRICT) IN DOCUMENT NUMBER 1416912, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND ON A CURVE ON THE SOUTH LINE OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CANAL, HAVING A 200.00 FEET RIGHT OF WAY, AND ALSO BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, ALSO BEING THE SOUTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT, WITH THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRACT No. 1 CANAL, ALSO BEING THE SOUTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, HAVING A RADIUS OF 1305.46 FEET, AT AN ARC LENGTH OF 2.1 FEET PASSED A 1" IRON PIPE FOUND, A CHORD DISTANCE OF 67.52 FEET IN ALL, WITH A CHORD BEARING OF NORTH 77°18'31" WEST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 24.66 FEET, AN ARC LENGTH DISTANCE OF 24.66 FEET, WITH A CHORD BEARING OF NORTH 26°37'18" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF TANGENCY;

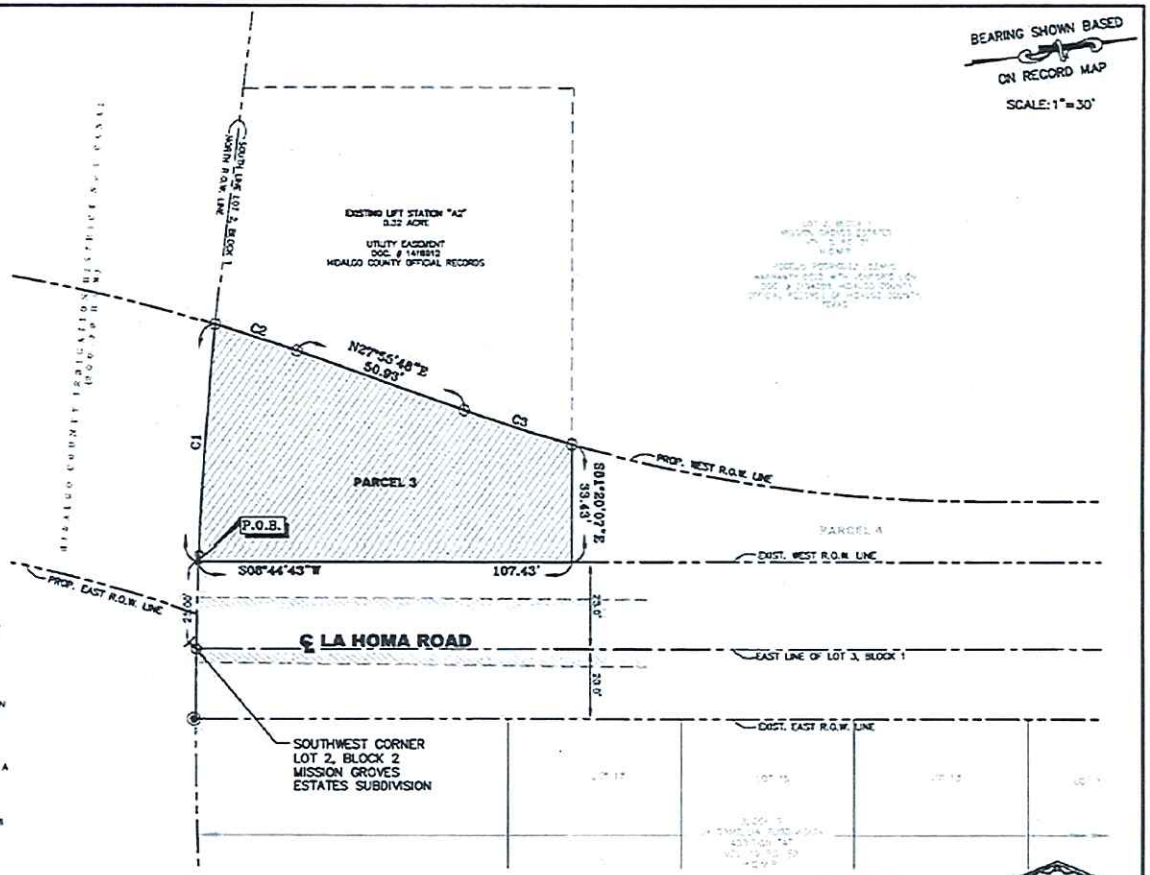
THENCE NORTH 27°55'48" EAST, A DISTANCE OF 50.93 FEET TO A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 32.63 FEET, A CHORD DISTANCE OF 32.62 FEET, WITH A CHORD BEARING OF NORTH 25°53'53" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, SOUTH 81°20'07" EAST, A DISTANCE OF 33.43 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE NORTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°44'43" WEST, A DISTANCE OF 107.43 FEET WITH THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE EAST BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, TO THE POINT OF BEGINNING, CONTAINING 0.122 OF AN ACRE (5,329.81 SQFT.) TRACT OF LAND MORE OR LESS

JOB NUMBER
ENG 14.004



PLAT SHOWING PARCEL 3

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 05, PG. 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

4/29/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

STATE OF TEXAS — REGISTERED — SAMUEL D. MALDONADO — 6027 — PROFESSIONAL — LAND SURVEYOR

SAMES S&M Engineering & Surveying, Inc.
209 S. CAGE BLVD
PHARR, TEXAS 78577
SURVEY FIRM REGULATION #
TEL: (956) 702-8988
FAX: (956) 702-8883
10114100

Part To Be Acquired

In order to determine the unit market value of the subject property as a whole, the Sales Comparison Approach "as vacant" is utilized to determine the subject land value. Once this is completed, the appraiser shall utilize the unit rate (value per square foot or per acre) for the determination of the pro-rata valuation. This determination of market value is based on the fee simple estate for the property with the current highest and best use. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the public improvement or its likelihood, prior to the date of valuation. This is applied to the valuation of the property as a whole, part to be acquired and the remainder before acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder after, in order to determine if any damages (diminution in value) were incurred, as required by State Law. Based on the size and location of the proposed acquisition, there shall not be a diminution of market value.

The determination of market value of the part to be acquired is based on the comparability to other single family residential tracts within the market area, by utilizing the Sales Comparison Approach "as vacant". Upon the valuation of the part to be acquired, a valuation of the remainder before and after the acquisition shall be analyzed to determine the diminution in market value (if any). The following pages shall determine the market value of each segment, in order to determine the total compensation for the part to be acquired.

PART TO BE ACQUIRED

Highest and Best Use:
The highest and best use of the subject property is for residential use or development.

Contributory Value of Improvements		
Ranch Style Hog Fence (495' lineal feet x $4.35/lf @ 50% Depreciation)	$ 1,077	
(2) Mesquite Trees ($425 / Tree)	$ 850	
(24) Palm Trees ($185 / Tree)	$ 4,440	
(1) Water Spigot ($150 / Spigot @ 50% Depreciation)	$ 75	
	$ -	
	$ -	
	$ -	
	$ -	
Total Contributory Value of Improvements		$ 6,442

Parcel 4 - Fee	0.1400	AC	@	$	30,000 / ACRE	$ 4,200	
Parcel 3 - Encumbered	0.1220	AC	@	$	15,000 / ACRE	$ 1,830	
Parcel 3 - Easement	0.1220	AC	@	$	15,000 / ACRE	$ 1,830	
Total Land							$ 7,860
TOTAL AS A UNIT							**$ 14,302**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements		
Ranch Style Hog Fence (1,096' lineal feet x $4.35/lf @ 50% Depreciation)	$ 2,384	
(56) Palm Trees ($185 / Tree)	$ 10,360	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Total Contributory Value of Improvements		$ 12,744

Parcel 4 - Fee	4.5400	AC	@	$	30,000 / ACRE	$ 136,200	
Parcel 3 - Encumbered	0.1980	AC	@	$	15,000 / ACRE	$ 2,970	
Parcel 3 - Easement	0.1980	AC	@	$	15,000 / ACRE	$ 2,970	
Total Land							$ 142,140
TOTAL AS A UNIT							**$ 154,884**

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
The subject property is analyzed to determine if the acquisition area affects the highest and best use of the subject property in the remainder after. Based on the land area remaining, the highest and best use shall continue to be for residential use or development. The overall site and functionality of the remainder shall not be damaged due to the proposed acquisition located along the frontage of La Homa Road.

Valuation Approaches

Cost Approach ..... $ Not Applicable

Sales Comparison Approach..... $ 154,884

Income Approach..... $ Not Applicable

Reconciliation of Approach to Value:
Each approach to market value was considered for the determination of market value for the remainder after. The subject property is a vacant tract of land for which there are no improvements. The Income Approach and Cost Approach are not applicable to determine the remainder land after the part to be acquired. Therefore, the Sales Comparison Approach "as vacant" is the only applicable approach to determine the market value of the remainder after.

Contributory Value of Improvements	
Ranch Style Hog Fence (1,096' lineal feet x $4.35/lf @ 50% Depreciation)	$ 2,384
(56) Palm Trees ($185 / Tree)	$ 10,360
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 12,744**

Parcel 4 - Fee Value	4.5400	AC	@ $	30,000	/ ACRE	$ 136,200
Parcel 3 - Encumbered Value	0.1980	AC	@ $	15,000	/ ACRE	$ 2,970
Parcel 3 - Easement Value	0.1980	AC	@ $	15,000	/ ACRE	$ 2,970
Total Land Value						$ 142,140

Reconciled Final Value $ **154,884**

Land Value, pg 5.2 | Cost Approach, pg 5.4 | Sales Comparison Approach, pg 5.5 | Income Approach, pg 5.6

Remainder After Acquisition

The proposed acquisition is located along the western frontage of La Homa Road. Based on the highest and best use and the remaining land area, no diminution or damages shall be applied to the subject property. A survey of the whole property was not provided; therefore, the whole land area is estimated and outlined in yellow.



Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Repo Houses A & C, LLC	Raul Saenz and wife, Esther Saenz	Jaime Cordova and Cesar Rosales	Ramiro Guerra and spouse, Maria Del Carmen Guerra
Grantee	Rogelio Rodriguez Lozano	David Alberto Escalera and wife Monica Guerrero	Francisco Piña, Jr. and Cora Elizabeth Piña	Pedro Hernandez Santiago
Date	March 22, 2011	August 25, 2015	March 10, 2014	January 16, 2015
Sales Price	$ -	$ 135,000	$ 170,000	$ 225,000
Unit Price	0	$ 27,551 / AC	$ 22,078 / AC	$ 37,500 / AC
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -5%	Inferior 15%	Superior -10%
Corner Influence/Frontage	La Homa Road & Jerry Garza Drive	Inspiration Road 5%	Bentsen Palm Drive 5%	North Schuerbach Road 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Superior -10%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	All Utilities -5%	Water / No Sewer 0%	Water / No Sewer 0%
Size of Tract	4.7380 AC	4.90 0%	7.70 0%	6.00 0%
	Net Adjustment	$ (1,378) -5%	$ 4,416 20%	$ (5,625) -15%
	Indicated Unit Value	$ 26,173 / AC	$ 26,494 / AC	$ 31,875 / AC
Estimated Unit Value of Fee Simple Area				**$ 30,000 / AC**

Estimated Value by Sales Comparison Approach **$ 142,140**

Explanation of Adjustments with Reconciliation

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo County Appraisal District. The sites of these sales were visited to determine the true comparability with the subject property. They were reviewed for items recognized by the market that affect market value, including, but not limited to, conditions of sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions may require adjustments for any differences found when compared to the subject property. After adjustments were made, an adjusted unit range of value of $23,173 per acre to $31,875 per acre was determined. Based on the surrounding market, a unit rate near the upper-end of the adjusted range was selected, i.e., $30,000 per acre.

As for the portion of the part to be acquired which is encumbered by a 0.32 acre La Joya Water Supply Corporation (Agua Special Utility District) which encumbers the proposed acquisition, a 50% adjustment of the fee simple unit rate is applied for this area only. The purpose of such discount is that the fee simple owner of record does not contain the full bundle of right to this portion of the subject property as La Joya Water Supply Corporation (Agua Special Utility District) has the right to construct, repair any lines located within their designated easement area. This area reserved for such use will not be able to be built upon with structures without the explicit permissibility of the La Joya Water Supply Corporation (Agua Special Utility District). However, upon the permissibility of the La Joya Water Supply Corporation (Agua Special Utility District), the fee simple owner may cross, farm, and utilize the surface of said tract of land. Since the fee simple owner does not contain full control or bundle of rights, a discount of -50% is applied. Therefore, the area located within the La Joya Water Supply Corporation (Agua Special Utility District) easement, shall have a unit rate calculated at 50% of the $30,000/acre value determined for the fee simple area.

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Ranch Style Hog Fence	1,096	$ 4.35	$ 4,768	50%	$ 2,384
Palm Tree	56	$ 185	$ 10,360	0%	$ 10,360
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ 12,743.80**
Contributory Value of All Improvements					**$ 12,743.80**

	Net Land Area			**Price / Unit**	
Parcel 4 - Fee Land Value	4.5400	AC	@	$ 30,000 / AC	$ 136,200
Parcel 3 - Encumbered Land Value	0.1980	AC	@	$ 15,000 / AC	$ 2,970
Parcel 3 - Easement Land Value	0.1980	AC	@	$ 15,000 / AC	$ 2,970
Estimated Value By Cost Approach					**$ 154,884**

The cost approach to value was not appropriate as the site is vacant land and has no site or building improvements.

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / SF	$ - / SF		$ - / SF		$ - / SF	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristics	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	SF	SF	0%	SF	0%	SF	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ - / SF		$ - / SF		$ - / SF	
Estimated Unit Value of Fee Simple Area						$ - / SF	

Estimated Value by Sales Comparison Approach _____ **Not Applicable**

The Sales Comparison Approach (As Improved) is not an applicable approach to value, as the subject property is vacant land.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

The Income Approach (As Improved) to value is not an applicable approach, as the subject property is vacant land.

Explanation of Damages

The remainder after shall be left with sufficient land area and site utility for residential use or development. Therefore, no diminution or damages shall be applied to the subject property.

Explanation of Cost To Cure

The cost to cure is the cost to compensate the subject owner for the difference in the amount compensated and the cost to replace the ranch style fencing, in order to make the site whole again. Approximately 495' lineal feet of ranch style hog fencing is located within the proposed acquisition; however approximately 422' lineal feet shall be required in-order to replace the lost fencing. This is done in order for the subject property to maintain functional utility similar to its functional utility prior to the acquisition. See chart below for calculation:

Replacement / Cost To Cure Item	Units	$ Per Unit	Replacement Cost New	Depreciated Market Value	Cost To Cure
Ranch Style Hog Fence	422	$ 4.35	$ 1,836	$ 1,077	$ 759
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
Total Cost To Cure					**$ 759**

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is	$ 169,185	

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished)		$ 14,302

REMAINING PROPERTY

The value of the remainder immediately before the taking is	$ 154,884	
Considering the uses to which the part taken is to be subjected, to the market value of the remainder immediately after acquisition is	$ 154,884	

NET DAMAGES OR ENHANCEMENTS (if any)		$ -

ACCESS

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of		$ -

COST TO CURE	$ 759	

TOTAL COMPENSATION		**$ 15,060**

QUALIFICATIONS OF APPRAISER

Leonel Garza III

Leonel Garza Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Active Member / Chairman)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Active Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

WARRANTY DEED

CHARGE San Jacinto Title Services-McAllen

GF # 20959 Closer LORA

2194059

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: MARCH 22, 2011

Grantor: REPO HOUSES A & C, LLC

Grantor's Mailing Address: 1530 W. HALL ACRES 3-D
PHARR, TEXAS 78577
HIDALGO COUNTY

Grantee: ROGELIO RODRIGUEZ LOZANO

Grantee's Mailing Address: P.O. BOX 4353
MCALLEN, TEXAS 78502
HIDALGO COUNTY

Consideration:

Cash and a first lien note of even date executed by Grantee and payable to the order of REPO HOUSES A & C, LLC in the principal amount of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to CHANNING SLUSHER, trustee.

Property (including any improvements):

Lot Two (2), Block One (1), MISSION GROVES ESTATES out of Porciones 51 and 52, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 5, Page 21, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Volume 477, Page 437, Deed Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 6, pursuant to applicable sections of the Texas Water Code.

d. Rights or claims by Hidalgo County Irrigation District No. 6 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Easements and reservations as shown according to the map or plat thereof recorded in Volume 5, Page 21, Map Records of Hidalgo County, Texas.

f. Easement dated March 12, 1959 granted to Central Power & Light Co., recorded in Volume 941, Page 221, Deed Records, Hidalgo County, Texas.

g. Terms, conditions and stipulations as contained in Deed dated May 4, 1931, recorded in Volume 348, Page 228, Deed Records, Hidalgo County, Texas.

h. Utility easement dated December 17, 2004, executed by Juan De La Fuente, Jr. to La Joya Water Supply Corporation, recorded under Document No. 1416912, Official Records, Hidalgo County, Texas.

i. Memorandum of Oil and Gas Lease dated December 13, 2004, executed by Juan Delafuente, Jr. to Smith Production, Inc., recorded under Document No. 1458838, Official Records, Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

j. All leases, grants, exceptions or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing the Public Records.

k. Zoning and building ordinances in favor of the County of Hidalgo.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

REPO HOUSES A & C, LLC

BY: _____
Adolfo Ibarra

ITS: Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 22nd day of March, 2011, by Adolfo Ibarra, Managing Member of REPO HOUSES A & C, LLC, a Texas limited liability company on behalf of said company.

GRACIE HERNANDEZ
Notary Public, State of Texas
My Commission Expires
04/18/2013

_____
NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE. F-3
McALLEN, TEXAS 78504
GF#112420959

AFTER RECORDING, RETURN TO:
ROGELIO RODRIGUEZ LOZANO

EASEMENT DEED

1416912

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that [redacted] Juan De La Fuente Jr., Hidalgo County, Texas 78595 (hereinafter called "Grantor"), in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration paid by the LA JOYA WATER SUPPLY CORPORATION, P.O. Box 518-A. La Joya, Hidalgo County, Texas 78560, (herein after 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 as hereinafter described and defined, hereinafter called the "Easement", to construct, install and lay and thereafter use, operate inspect, repair, maintain, replace, and remove water and sewer lines and/or other utilities over and across the entire length of

LIFT STATION A2

A TRACT OF LAND CONTAINING **13,790.00 SQUARE FEET** OUT OF LOT TWO (2), BLOCK ONE (1), MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 05, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS; CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., RECORDED IN DOCUMENT #1059842, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A SET ½" INCH DIAMETER IRON ROD LOCATED ON A CURVE ON THE SOUTH LINE OF LOT TWO (2), BLOCK ONE (1), OF SAID MISSION GROVES ESTATES SUBDIVISION, CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., AND THE NORTH RIGHT OF WAY LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO.1 CANAL (200') R.O.W., AND ALSO BEING ON THE WEST RIGHT OF WAY LINE OF LA HOMA ROAD (45') R.O.W., FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF **1305.46 FEET,** AN ARC DISTANCE OF **97.59 FEET,** AND A CHORD DISTANCE OF **97.57 FEET,** WITH A CHORD BEARING OF **NORTH 76 DEGREES 29 MINUTES 49 SECONDS WEST,** TO A POINT FOR AN ANGLE CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 74 DEGREES 25 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF LOT TWO (2), BLOCK ONE (1), OF SAID MISSION GROVES ESTATES SUBDIVISION, CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., AND THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO.1 CANAL (200') R.O.W., A

DISTANCE OF **38.01 FEET,** TO A POINT FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 08 DEGREES 54 MINUTES 27 SECONDS EAST, LEAVING THE SOUTH LINE OF LOT TWO (2), BLOCK ONE (1), OF SAID MISSION GROVES ESTATES SUBDIVISION, CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., AND THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO.1 CANAL (200') R.O.W., A DISTANCE OF **95.00 FEET,** TO A POINT FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 81 DEGREES 10 MINUTES 41 SECONDS EAST, A DISTANCE OF **135.00 FEET,** TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD (45') R.O.W., FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 08 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD (45') R.O.W., A DISTANCE OF **107.39 FEET,** TO THE **POINT OF BEGINNING, CONTAINING 13,790.00 SQUARE FEET, MORE OR LESS.**

TO HAVE AND TO HOLD the Easement for the purposes herein set forth and subject to the terms, limitations, covenants and agreements herein contained, unto Grantee, its successors and assigns, and Grantor hereby bind Grantor, Grantor's successors and assigns to warranty and forever defend all and singular said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through and under Grantor, but not otherwise.

The Grantors covenants that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 17th day of December, 2004

XXXXXXXXXXXXXXXX

Juan De La Fuente Jr.

Francisca Decker & Juan De La Fuente Jr./ LIFT STATION A2

METES & BOUNDS
LIFT STATION A2

A TRACT OF LAND CONTAINING **13,790.00 SQUARE FEET** OUT OF LOT TWO (2), BLOCK ONE (1), MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 05, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS; CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR. RECORDED IN DOCUMENT #1059842, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A SET 1/2" INCH DIAMETER IRON ROD LOCATED ON A CURVE ON THE SOUTH LINE OF LOT TWO (2), BLOCK ONE (1), OF SAID MISSION GROVES ESTATES SUBDIVISION, CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., AND THE NORTH RIGHT OF WAY LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 CANAL (200') R.O.W., AND ALSO BEING ON THE WEST RIGHT OF WAY LINE OF LA HOMA ROAD (45') R.O.W., FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED;

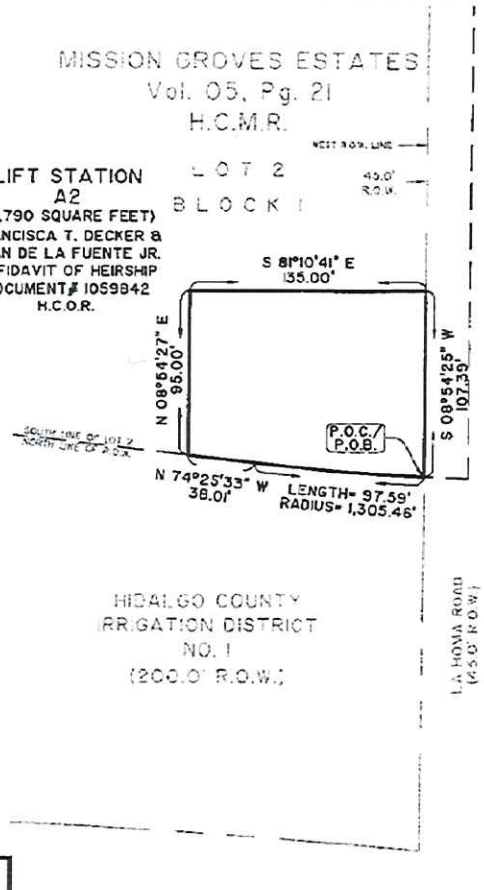
THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF **1305.46 FEET,** AN ARC DISTANCE OF **97.59 FEET,** AND A CHORD DISTANCE OF **97.57 FEET,** WITH A CHORD BEARING OF **NORTH 76 DEGREES 29 MINUTES 49 SECONDS WEST,** TO A POINT FOR AN ANGLE CORNER OF THE TRACT HEREIN DESCRIBED;

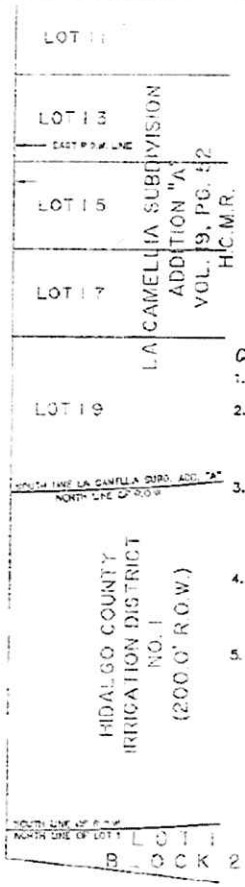
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LEGEND

- O SET 1/2" IRON ROD
- R.O.W. – RIGHT OF WAY
- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- H.C.D.R. – HIDALGO COUNTY DEED RECORDS
- H.C.O.R. – HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. – HIDALGO COUNTY MAP RECORDS
- L.J.W.S.C. – LA JOYA WATER SUPPLY CORPORATION

General Plat Notes:

1. Bearing Basis: Recorded Plat of Mission Groves Estates, Hidalgo County, Texas.
2. This survey was prepared without the benefit of a title policy. The research of any easements is not within the scope of this boundary/improvement survey. Any easements shown herein were taken directly from the plat of record.
3. The surveyor has made no attempt to locate or define wetlands, hazardous waste areas, habitats, endangered species or any other environmentally sensitive areas on the tract of land shown hereon; nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.
4. The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon; nor does this survey make representations of being an archeological or historical survey of the tract of land shown hereon.
5. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other state agency; nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.

STATE OF TEXAS
REGISTERED
OSCAR HERNANDEZ
5005
SURVEYOR
11-12-06

OSCAR HERNANDEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5005

Legal Description:
13,790.00 SQUARE FEET OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES, VOLUME 05, PAGE 21, HIDALGO COUNTY MAP RECORDS.

Dtn. By: A.E.
Date: 07/14/06
Scale: 1"=60'
D.E.C. No.: 3537-11
C.A.D. File: G:\1540\3537-10-90\survey\Easements\Lift Stations\Mission GrovesEstates.dwg

LIFT STATION A2

DANNENBAUM ENGINEERING CORPORATION
1109 NOLANA LOOP MCALLEN, TEXAS 78504 (956)682-3577
HOUSTON AUSTIN DALLAS FORTWORTH MCALLEN

RECEIVED
APR 15 2016
URBAN COUNTY PROGRAM

APPRAISAL REVIEW SUBMISSION
FOR

Parcel Nos. 3 & 4 Update
RCSJ: N/A
Hwy: La Homa Road Bridge
County: Hidalgo

CONSISTING OF:

- ***Form ROW-A-10***
- ***Appraisal Review Form USPAP***
- ***Assumptions and Limiting Conditions***
- ***Certification***
- ***Evaluation Form ROW-A-19A***

PREPARED BY:

Harvey L. Heerssen
Tx. State Certified General Appraiser
No. TX-1327190-G

4-12-16
Effective Date of Review

4-13-16
Date of Review Report

Texas Department of Transportation
Form ROW-A-10
(Rev. 07/13)

TABULATION OF VALUES

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

Taking Type: Partial

District: Pharr 21

Size of Remainder: 4.7380 Acres

County: HIDALGO

Type of Property: Vacant/Irrigation Canal

Federal Project: N/A

Contract Fencing: N/A

Appraised by: Leonel Garza III

Date Appraised: 1-6-16

Access will be ☒ provided or ☐ denied to the new facility. If access will be partially provided or denied, explain in comments.

Agency	Participating Percentage	Expense Description
Hidalgo County Regional Mobility Authority (HCRMA)	Unknown	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Rogelio Rodriguez Lozano	Fee Simple	0.2620 Acres	$6,030.00	No
La Joya Water Supply Corporation	Easement	0.1220 Acres	1,830.00	No

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$7,860.00	$6,442.00	$0.00	759.00	$15,061.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A.	Fencing	Ranch Style	$1,077.00	$1.00	N/A
B.	Landscaping	Trees-26	5,290.00	1.00	N/A
C.	Water Spigot	Metal	75.00	1.00	N/A

A10

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
		Total	$6,442.00		

TABULATION OF VALUES (continued)

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
$0.00	$0.00	$759.00	$759.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
N/A	N/A	N/A	N/A	N/A	N/A
		Total	$0.00	$0.00	

V. Recapitulation

Date:	1-6-16			**Recommended Value**
Appraiser's Name:	Leonel Garza III			
Value of Whole Property	$169,185.00			$169,185.00
Parcel Area: 0.2620 acres				
VALUE FOR PARCEL				
Land: per ac$30,000 Fee-Enc. Fee-$15,000 ac	$6,030.00			$6,030.00
Easement $15,000 per acre	$1,830.00			$1,830.00
Improvements	$6,442.00			$6,442.00
Net Damages or (Enhancements)	$759.00			$759.00
OAS Value(s)	$0.00			$0.00
TOTAL COMPENSATION	$15,061.00			$15,061.00

Calculations for Net Damages or (Enhancements) considers Direct Access Denial damages.

TABULATION OF VALUES (continued)

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

VI. Comments and Conclusions on Values in the Appraisal Report

Appraiser: Leonel Garza III
Effective Date of Updated Report: January 6, 2016
Updated Report Dated: January 12, 2016
Review Appraiser: Harvey L. Heerssen, TX. State Certified General Appraiser
Effective Date of Updated Review: April 12, 2016

Parcel 3 & 4 are updated to reflect accurate current market value. Parcels 3 & 4 are combined into one (1) appraisal report since both tracts are owned by the same owner.

Parcels 3 & 4 are partial fee takings of 0.2620 acres with parcel 3 being 0.1220 acres and parcel 4 being 0.1400 acres. acres out of a whole property of unknown acres in Lot 2, Block 1, Mission Groves Estates Subdivision, Hidalgo County, Texas and is within the ETJ of Palmview, Texas.

The whole property is residential in nature being at the southwest corner of La Homa Road and Jimmy Garza Drive within the ETJ of Palmview, Texas.The highest and best use is for residential purposes.

Since the acreage of the whole tract is unknown, the appraiser determines a smaller economic unit of 5 acres to be utilized for the whole tract. The appraiser selects three (3) sales similar to the subject in location and highest and best use to value the whole property. at $30,000 per acre. The part taken of parcel 3 of 0.1220 acres is encumbered with a utility easement owned by La Joya Water Supply Corporation. Since the owner does not contain the full bundle of rights to the easement area, the appraiser estimates that the amount of rights taken amount to 50% of the fee value or $15,000 per acre. Thus, the encumbered portion is appraised at 50% of the fee value or $15,000 per acre. The La Joya Water Supply Corporation easement is also appraised at $15,000 per acre for a total of $1,830 for the easement owner. Site improvements within the acquisition are appraised accordingly. Cost to cure damages are estimated to compensate for the fencing that was depreciated in the acquisition in order to replace this item on the remainder to retain the same utility.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

The updated report prepared by the appraiser Leonel Garza III is an appraisal report and is presented on TxDOT form ROW-A-5 and appears to comply with USPAP and the Texas Department of Transportation's Appraisal and Review Manual. The appraisers' updated opinion and conclusions appear to be well supported by information contained within this updated appraisal report. It is recommended that the total updated value of $15,061.00 be approved for negotiations and acquisition.

VII. Justification and Explanation for Credit if Retained.

Retentions of $1.00 are applied to each site improvement on this parcel in order to encourage retention.

TABULATION OF VALUES (continued)

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

Reviewing Appraiser — Date

Contract Reviewing Appraiser (if applicable) — Date: 4-13-16

Division Reviewing Appraiser (if applicable) — Date

X. Approval of Values

County/City Representative — Date

ROW Staff Representative — Date

APRAISAL REVIEW FORM USPAP REQUIREMENTS
LA HOMA ROAD BRIDGE-RCSJ: N/A
PARCEL NOS. 3 & 4 UPDATE

REVIEWER'S CLIENT: Hidalgo County-Urban County Program

INTENDED USERS OF APPRAISAL REVIEW: Urban County Program and Hidalgo County Precinct No. 3.

INTENDED USE OF APPRAISAL REVIEW OPINIONS AND CONCLUSIONS: Quality Control and Confirmation

PURPOSE OF THE REVIEW ASSIGNMENT: (1) To evaluate compliance with USPAP, (2) To develop and communicate a conclusion of the quality of the fee appraiser's work, (3) To determine if the results of the work under review were credible for the intended user's intended use. The review assignment does not include the development of the reviewer's own opinion of value or review opinion related to the work under review. The review assignment does include the reviewer to recommend a value for approval and negotiations. In accordance with the **Uniform Appraisal Standards for Federal Land Acquisitions, Section C-4. "An Opinion of Value Expressed by a Review Appraiser,"** "The review appraiser may accept, approve, recommend approval, or disapprove an appraisal report based upon compliance with these Standards and the appropriateness of the methods and analyses employed in the appraisal report. Such acceptance, approval, recommendation, or disapproval does not constitute an opinion of value on the part of the review appraiser, nor does it infer that the reviewing appraiser has taken ownership of, or is responsible for, the value opinion expressed in the appraisal report under review."

JURISDICTIONAL EXCEPTION: An assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. This appraisal review has been completed in accordance with TxDOT standards, rules, regulations and policies. Therefore, if any part or portion of this appraisal review that precludes compliance to USPAP due to any specific standard, rule, regulation, or policy of the client or intended users, then the JURISDICTIONAL EXCEPTION RULE is invoked.

SCOPE OF THE APPRAISAL REVIEW - The Scope of Work for this appraisal review is to develop an opinion as to the completeness, accuracy, relevance, and reasonableness of the work under review, and that the appraisal report is appropriate and is in compliance with USPAP. The work under review is the updated appraisal report prepared by Mr, Leonel Garza III, that has an effective date of 1-6-16 and a report date of 1-12-16. The effective date of the updated appraisal review is 4-12-16 and the date of the updated appraisal review report is 4-13-16. The scope of work also includes the following:

- Technical compliance with the local agency standards.
- Check and review appraisal report for USPAP Compliance.
- Check and review appraisal report to determine quality of appraiser's work.
- Check report for mathematical calculations, approaches to value and accuracy of all statements.
- Check for consistency of value and appraisal methodology from parcel to parcel.
- Prepare appraisal review submission for Client that includes recommending a value for negotiations.
- Submit appraisal review report to Client electronically.

CONCLUSION: The updated appraisal report has been prepared based on recognized appraisal principles and standards, and thus conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser has presented good comparable sales that support the updated appraised value for this property. The appraiser's work is satisfactory and the analyses, opinions and conclusions in the updated appraisal report under review are appropriate and reasonable. **Based on the updated appraisal report and all supporting data, I approve the final updated value conclusion and recommend that the updated appraisal be released for negotiations and acquisition.**

ASSUMPTIONS AND LIMITING CONDITIONS

Client: Hidalgo County- Urban County Program
RCSJ: N/A
Parcel Nos. 3 & 4 Update

This appraisal review is made subject to the following:

The legal description as provided by the client is assumed to be correct.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. The right of way map and all other relevant data furnished by the client are assumed to be correct.

It is assumed that the property reviewed is unencumbered by adverse easements.

The property is reviewed as though free and clear from all liens and encumbrances in fee simple interest to the surface rights only.

No personal property including appliances not fixed to the realty, furnishing, vehicles, trade fixtures, or intangible items are included in the appraisal review.

Any allocation of the total value estimated in this review report between the land and improvements applies only to this parcel under review. The separate values allocated to the land and improvements must not be used in conjunction with any other appraisal report of another parcel and are invalid if so used.

The existence of potentially hazardous material and or toxic waste that may or may not be present on the property was not observed by the review appraiser. However, the review appraiser is not an expert on such matters and is not qualified to detect such substances, and no responsibility is assumed for any hazardous conditions, nor for any expertise required to discover them. The value conclusion of the appraisal review is based on the assumption that no significant environmental problems exist that would adversely affect the value or marketability of the subject property.

The professional competency of the review appraiser should not be presumed to include the knowledge or experience of a professional surveyor, architect, engineer, title lawyer or other specialist.

The appraiser was furnished comparable sale data and other data from sources considered reliable and the review appraiser assumes that all data furnished the appraiser is reliable and accurate but the reviewer does not assume responsibility for the accuracy of all items furnished by other parties.

The client is reminded that market value changes as the market changes with time. The value contained in this review report is as of the retrospective effective date of the appraisal review report. Any passage of time may render the value inaccurate and unsuitable.

The submission of the appraisal review does not include the requirement of publication, court testimony or court appearance. Special arrangements will have to be made for this purpose, including fees and time frames.

I do not authorize the out-of-context quoting from or partial reprinting of the appraisal review report.
Further, neither all nor any part of the contents of this appraisal review shall be disseminated to the public through advertising media, public relations media, news media, sales media or any public means or communications without the prior written consent and approval of the undersigned.

The liability of the review appraisal is limited to the client and intended users only and does not extend to any third parties or to users not specifically designated or authorized. The total liability of the review appraiser is limited to the amount of the fee received by the review appraiser for the report.

CERTIFICATION

RCSJ: N/A -PARCELs 3 & 4 UPDATE
LA HOMA ROAD BRIDGE PROJECT

I certify that to the best of my knowledge and belief:

The statements of fact contained in this review report are true and correct.

The reported analyses, opinions, and conclusions in this review report are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved with this assignment.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three (3) year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analysis, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.

No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.



4-13-16
Date

Harvey L. Heerssen
Texas State Certified General
Real Estate Appraiser, TX–1327190-G

Form ROW-A-19A
(Rev. 07/11)

EVALUATION OF APPRAISER

Appraiser: Leonel Garza III
ROW CSJ: N/A -La Homa Road Bridge Project
Parcel: 3 & 4 Update
Whole Taking ☐ Partial Taking ☒

District: Pharr
Type of Property: Vacant/Irrigation Canal
Date Due: 4-13-16
Date Received: 4-13-16

1) Analysis of Report	Adequate	Less Than Adequate
Neighborhood Discussion and Data	☒	☐
Identification of Subject Property	☒	☐
Site Date Comments	☒	☐
Description of Subject Improvements	☐	☐
Photographs of Subject	☒	☐
Improvement Sketch	☐	☐
Sketch of Whole Property	☒	☐
Highest and Best Use	☒	☐
Cost Approach	☐	☐
Analysis of Market Approach Data	☒	☐
Income Approach Applicable? ☒ N/A	☐	☐
Reconciliation	☒	☐
Appraisal of Part Taken	☒	☐
Appraisal of Remainder Properties	☒	☐
Estimation of Damages and Cost to Cure	☐	☐
Statement of Appropriate & Limiting Conditions	☒	☐

2) Is the report considered to be adequate overall? Yes ☒ No ☐

3) Is the report complete and mathematically correct? Yes ☒ No ☐

4) Were corrections required? Yes ☐ No ☒

If YES:
(A) Was appraiser available? Yes ☐ No ☐
(B) Was appraiser cooperative? Yes ☐ No ☐
(C) Were corrections timely? Yes ☐ No ☐

5) Did the appraiser comply with the appraisal assignment? Yes ☒ No ☐

6) Comments concerning appropriateness of appraisal methods and techniques used in the appraisal report being reviewed: The appraiser utilized comparable sales in the immediate neighborhood that are very comparable to the subject and adequately support the final conclusion..

7) Additional Comments: None

8) Does the appraisal comply with the provisions of the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation with the exceptions of permitted departure and jurisdictional exception? Yes ☒ No ☐

Date: April 13, 2016 Evaluator: Harvey L. Heerssen

A19A

AI-56742 **Urban County** **12. I.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Parcel #3A from Agua Special Utility District in the amount of $1,830.00 for the La Homa Street Improvements project for the City of Palmview.

BACKGROUND

Land acquisition to include Parcel #3A a right-of-way for the La Homa Street Improvements Project, will include funding from the Palmview Street Improvements line items from various UCP-CDBG funding years.

Funding Available: $105,317.53 2012 Street Improvements
$239,586.74 2013 Street Improvements
$246,975.00 2016 Street Improvements
$591,879.27 Total

Fiscal Impact

Attachments

Palmview-2013 Street Improvement Project/Parcel 3A Appraisal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/04/2016 09:52 AM
Merlen P. Munoz	Merlen P. Munoz	10/07/2016 10:55 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Olga Lerma		Started On: 10/04/2016 08:56 AM
Final Approval Date: 10/07/2016		

Lloyd Loya
Director

Rogelio Hernandez III
Secretary

Francisco Flores, Jr.
Treasurer

Agua Special Utility District
P. O. Box 4379
Mission, Texas 78573-0075
(956) 585-2459 ● FAX (956) 585-1516

Ricardo Ochoa
President

Cesar Rodriguez
Director

Esequiel Ortiz Jr.
Director

Homero Tijerina
Director

September 13, 2016

Mr. Victor Gallardo
Hidalgo County Precint 3
724 N Breyfogle
Mission, Texas 78574

RE: Palmview-2013 Street Improvements Project
La Homa Bridge Project
Parcel 3A
Project Account Number: 5013-55-0311-5000-5500-UCP-GVG

Dear Mr. Gallardo,

Please be advised that on September 12, 2016 at a regular scheduled meeting of the Agua Board of Directors, the Directors accepted the easement offer of $1,830.00 for the La Homa Bridge Project for the City of Palmview.

If you have any questions, please feel free to contact me at 956-585-2459.

Sincerely,

Julio Cerda, P.E.
Executive Director
Agua Special Utility District

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

MEMO

Joe M. Flores
County Commissioner Pct. No. 3

To: Commissioner's Court

From: Victor Gallardo ROW Agent
Hidalgo County Precinct No. 3

Date: September 28, 2016

RE: La Homa Road Bridge Project
Agua SUD Parcel #3A Easement only

Attached please find letter provided by property owner for above-mentioned project. Agua SUD has accepted the offer. This parcel is labeled as 3A to differentiate easement value from parcel 3.

Appraised Value: $1830.00

Difference: $ 0

Approved: _____

Not Approved: _____

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

GENERAL NOTES:
ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78559
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY–PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:
1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

SYMBOL LEGEND
- ● – FND. 1/2" IRON ROD
- ⊘ – FND. 60–D NAIL
- ◉ – FND. 1/2" IRON PIPE
- ○ – SET. 1/2" IRON ROD
- ◎ – FND. 1" IRON PIPE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	1,305.46	67.52	2°57'48"	67.51	N77°18'51"W
C2	540.00	24.66	2°37'01"	24.66	N26°37'18"E
C3	460.00	32.63	4°03'51"	32.62	N25°53'53"E

METES AND BOUNDS
RIGHT–OF–WAY DEDICATION

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDS IN VOL. 05, PG. 21, MAP RECORDED OF HIDALGO COUNTY, TEXAS; CONVEYED TO LA JOYA WATER SUPPLY CORPORATION (AGUA SPECIAL UTILITY DISTRICT) IN DOCUMENT NUMBER 1416912, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND ON A CURVE ON THE SOUTH LINE OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CANAL, HAVING A 200.00 FEET RIGHT OF WAY, AND ALSO BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, ALSO BEING THE SOUTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT, WITH THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRACT No. 1 CANAL, ALSO BEING THE SOUTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, HAVING A RADIUS OF 1305.46 FEET, AT AN ARC LENGTH OF 2.1 FEET PASSED A 1" IRON PIPE FOUND, A CHORD DISTANCE OF 67.52 FEET IN ALL, WITH A CHORD BEARING OF NORTH 77°18'51" WEST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 24.66 FEET, AN ARC LENGTH DISTANCE OF 24.66 FEET, WITH A CHORD BEARING OF NORTH 26°37'18" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF TANGENCY;

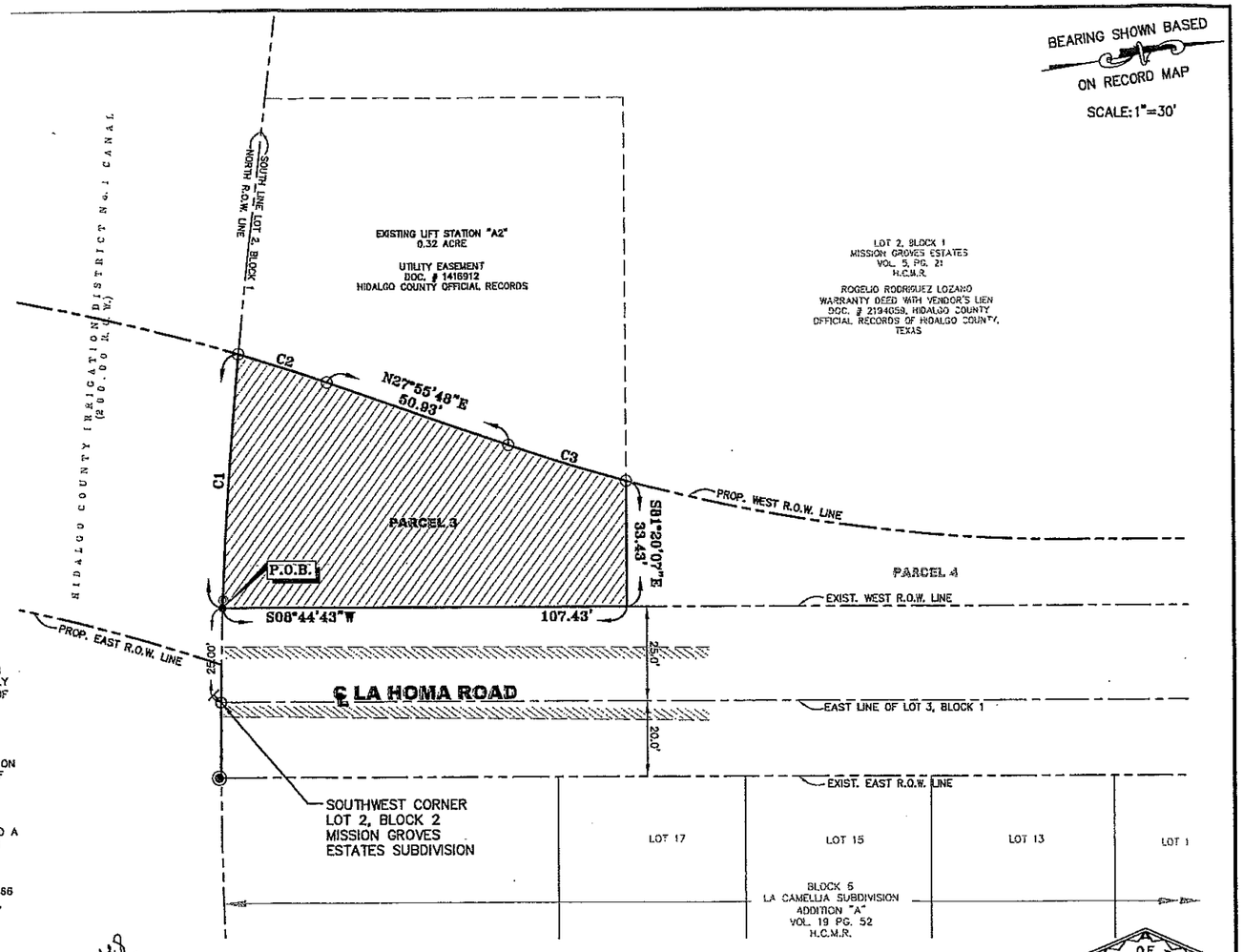
THENCE NORTH 27°55'48" EAST, A DISTANCE OF 50.93 FEET TO A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 32.63 FEET, A CHORD DISTANCE OF 32.62 FEET, WITH A CHORD BEARING OF NORTH 25°53'53" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, SOUTH 81°20'07" EAST, A DISTANCE OF 33.43 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE NORTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°44'43" WEST, A DISTANCE OF 107.43 FEET WITH THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE EAST BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, TO THE POINT OF BEGINNING, CONTAINING 0.122 OF AN ACRE (5,329.81 SQFT.) TRACT OF LAND MORE OR LESS

JOB NUMBER
ENG 14.004



GF# 148148

PLAT SHOWING
PARCEL 3

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 05, PG. 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

STATE OF TEXAS · REGISTERED · SAMUEL D. MALDONADO · 6027 · PROFESSIONAL LAND SURVEYOR

4/28/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

SAMES SAM Engineering & Surveying, Inc.
200 S. CAGE BLVD — TEL: (956) 702-8880
PHARR, TEXAS 78577 — FAX: (956) 702-8883
SURVEY FIRM REGULATION # 101416-00

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Southwest corner of La Homa Road and Jimmy Garza Drive, within the ETJ of Palmview, Texas
District: N/A
Property Owner: Rogelio Rodriguez Lozano
Parcel: 3 & 4
Address of Property Owner: P.O. Box 5343, McAllen, Texas 78502
ROW CSJ: N/A
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition
Highway: La Homa Road Bridge
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and Sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $15,060 as of January 6, 2016, based upon my independent appraisal and the exercise of my professional judgment;

That on January 6, 2016, (date)(s), I personally inspected in the field the property herein appraised; that I afforded Rogelio Rodriguez Lozano (fee holder) and La Joya Water Supply Corporation/Agua Special Utility District (easement holder), the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 6, 2016 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Hidalgo County Precinct No. 3, the Texas Department of Transportation, and/or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $ 0.00 .

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature
General Real Estate Appraiser (TX 1328375 – General)
Certification Number

January 12, 2016
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permission granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser, and Mike Navarro, Appraiser Trainee, with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser. However, he is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, i.e., a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan.

This appraisal has been completed with the extraordinary assumption that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

(d) "In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway."

I have performed no other appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

Assumptions and Limiting Conditions

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use for which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property and is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Jurisdictional Exception

Jurisdictional Exception is defined in the Uniform Standards of Professional Appraisal Practice (2014-2015 Edition) as an assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. Project impact/influence is disregarded in the appraisal of the subject whole property. This is a departure from Standards Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such improvements to the extent they are reflected in market actions." (U-20, Lines 618-620). This report has been prepared in such a manner that any market influences projected by the proposed development shall not be taken into consideration.

Client for Appraisal

The client for this report is Hidalgo County Precinct No. 3 under the direction of the Hidalgo County Urban County Program, located at 724 North Breyfogle, Mission, Texas 78574. Victor Gallardo is the project manager and can be contacted at (956) 585-4509.

Intended Use and User

The appraisal report is intended for use solely by Hidalgo County Precinct No. 3 and the Hidalgo County Urban County Program and others involved in the project. The purpose of this report is to provide a current market value of the part to be acquired in order for Hidalgo County Precinct No. 3 to begin negotiations for the purchase of the subject property, in part or as a whole, as described by the survey provided. The report, in part or as a whole, is to be used solely for the acquisition of said property in the name of the name of the County of Hidalgo. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of La Homa Bridge. The project limits begin on the northern side of U.S. Business Highway 83 and continues north to the intersection of La Homa Road and Jimmy Garza Drive. This report is not intended for any other use, unless specified by the client, Hidalgo County Precinct No. 3.

Scope of the Assignment

By contract and written authorization to proceed, Hidalgo County Precinct No. 3 requested that Garza & Associates prepare an appraisal report of the part to be acquired for the proposed right-of-way project. The subject property shall be valued in the fee simple estate in its present condition. The scope of the assignment makes the extraordinary assumption that the subject property is free from contamination and/or other environmental conditions, which would affect the overall market value. In addition, the subject property shall be valued with the Jurisdictional Exception that the subject property shall be valued without project influence. The owner-of-record shall be contacted by letter affording the right to be present on-site with the appraiser at the time of on-site visit. In the event that confirmation cannot be made with the owner-of-record, the appraiser is to proceed from an existing public road right-of-way. During the appraisal process, other sales in the area shall be analyzed for comparability and reliability in determining the market value of the subject property. Any site or building improvements located within the acquisition area shall be measured and photographed. These improvements shall be itemized for purposes of compensation and/or cost to cure (if any). The report shall establish the market value of the whole, part to be acquired, and the remainder before and after the acquisition. The appraiser shall also review the remainder before and after to determine if there is any diminution of market value. This report shall be prepared and conform with the Texas Department of Transportation ROW A-5 Form Rev. 08/2011.

Property Rights

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee simple is defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010, page 78

Market Value

The following is the basis for which the determination of market value is established for the subject property. In addition, these factors are used for the selection of comparables in the Direct Sales Analysis.

"The price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954)

Exposure & Marketing Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area, which were reviewed during the sales search for comparables similar to the subject property. However, it is noted that the subject properties may not have active utilities available to the site, which may extend the overall exposure and marketing time period.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation. Any and all personal property and/or realty located within the existing road right-of-way shall be deemed non-compensable. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report.

Extraordinary Assumptions & Hypothetical Conditions

1. *The subject property is owned in fee simple and shall be appraised as such. Any fractional interest involved in the subject property shall not be analyzed, as dictated by the scope of the assignment, for purposes of determining market value.*

2. *It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.*

Accessibility To Site

The owner-of-record was sent a certified letter asking for permission to enter the subject property to measure and photograph the subject property. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates, LLC, at (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III. As of the date of the report, no contact has been made with the property owner; therefore, the inspection was conducted from off-site within an existing road right-of-way. This office met on-site with Rogelio Rodriguez on January 6, 2016, and can be contacted at 956-313-4086.

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

November 10, 2015

Project: La Homa Bridge Project
Parcel 3

La Joya Water Supply (Agua Special Utility District)
3120 North Abram Road
Palmview, Texas 78572

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo Urban County Program, to appraise various properties along La Homa Bridge. This appraisal is to determine the fee simple market value of the part to be acquired by Hidalgo Urban County Program. Hidalgo County Precinct No. 3 is working in conjunction with the Hidalgo County Urban County Program, to purchase a portion of your property in the name of the State of Texas. The proposed acquisition is for additional road right-of-way, needed for the renovation of La Homa Bridge. This also includes utility relocations along the roadway. Attached is a survey of the area to be acquired along the frontage of your property. This office shall be inspecting the part to be acquired on your property from existing road right-of-way until verbal or written permission from you is granted to enter your property. Hidalgo County Precinct No. 3 shall be negotiating the purchase of such proposed right-of-way believed to be in the name of La Joya Water Supply (Agua Special Utility District) . We would like to extend the opportunity to meet with our appraisers at your property in order to explain the project and the purpose of the appraisal report.

I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or leonel3@garza-associates.com.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 3
Victor Gallardo
Right of Way Agent
724 North Breyfogle
Mission, Texas 78574
(956) 585-4509

Leonel Garza Jr. & Associates LLC



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For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

McALLEN, TEXAS
NOV 10 2015
PS 78504

Postage	$ .49
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 6.74

Postmark Here

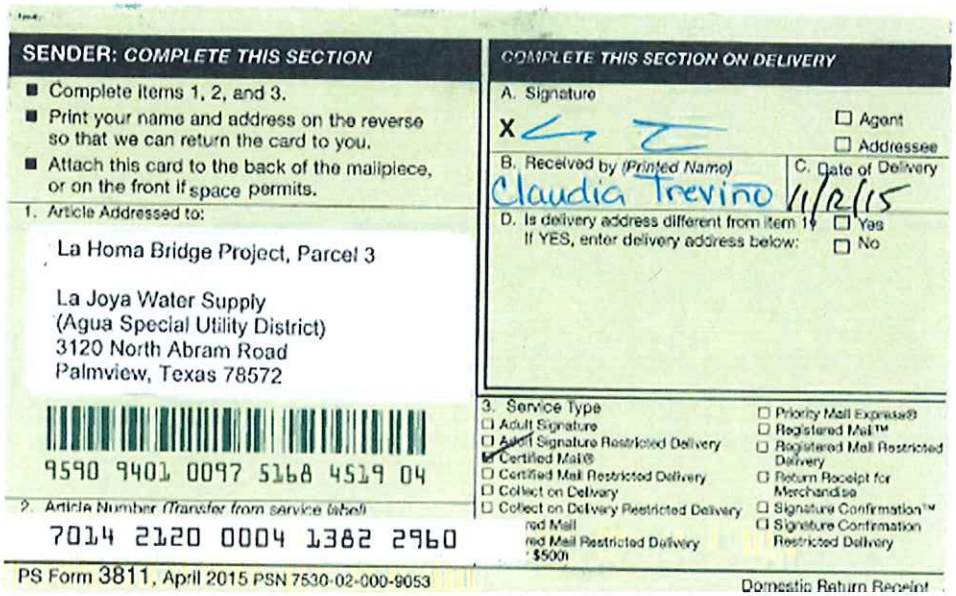
Sent To: La Homa Bridge Project, Parcel 3

Street & Apt. No. or PO Box No.: La Joya Water Supply
(Agua Special Utility District)
3120 North Abram Road

City, State, ZIP+4: Palmview, Texas 78572

PS Form 3800, ...

7014 2120 0004 1382 2960



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

La Homa Bridge Project, Parcel 3

La Joya Water Supply
(Agua Special Utility District)
3120 North Abram Road
Palmview, Texas 78572

9590 9401 0097 5168 4519 04

2. Article Number (Transfer from service label)
7014 2120 0004 1382 2960

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name): Claudia Trevino
C. Date of Delivery: 11/12/15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ...red Mail
☐ ...red Mail Restricted Delivery
...$500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

November 10, 2015

Project: La Homa Bridge Project
Parcel 4

Rogelio Rodriguez Lozano
P.O. Box 5343
McAllen, Texas 78502

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo Urban County Program, to appraise various properties along La Homa Bridge. This appraisal is to determine the fee simple market value of the part to be acquired by Hidalgo Urban County Program. Hidalgo County Precinct No. 3 is working in conjunction with the Hidalgo County Urban County Program, to purchase a portion of your property in the name of the State of Texas. The proposed acquisition is for additional road right-of-way, needed for the renovation of La Homa Bridge. This also includes utility relocations along the roadway. Attached is a survey of the area to be acquired along the frontage of your property. This office shall be inspecting the part to be acquired on your property from existing road right-of-way until verbal or written permission from you is granted to enter your property. Hidalgo County Precinct No. 3 shall be negotiating the purchase of such proposed right-of-way believed to be in the name of Rogelio Rodriguez Lozano . We would like to extend the opportunity to meet with our appraisers at your property in order to explain the project and the purpose of the appraisal report.

I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or leonel3@garza-associates.com.

With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 3
Victor Gallardo
Right of Way Agent
724 North Breyfogle
Mission, Texas 78574
(956) 585-4509



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OFFICIAL USE

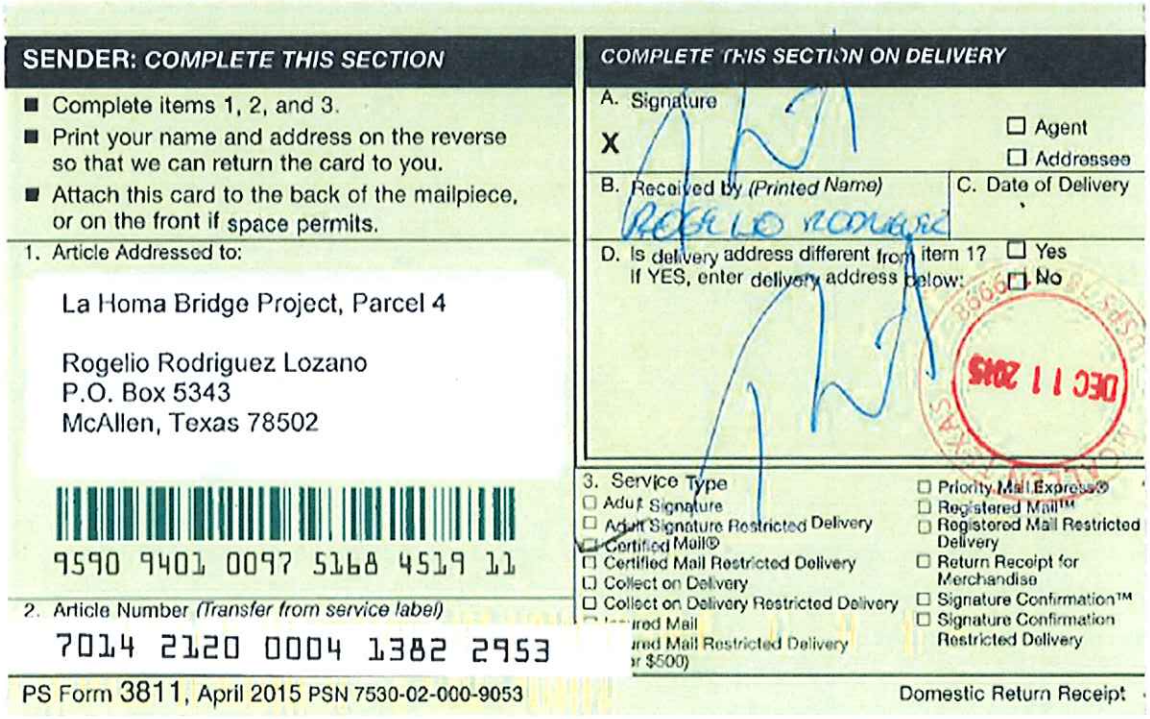
Postage $ .49
Certified Fee 3.45
Return Receipt Fee (Endorsement Required) 2.80
Restricted Delivery Fee (Endorsement Required)
Total Postage 6.74

Postmark Here
NOV 10 2015

Sent To La Homa Bridge Project, Parcel 4
Street & Apt. or PO Box No. Rogelio Rodriguez Lozano P.O. Box 5343
City, State, ZIP McAllen, Texas 78502

PS Form 3800, July 2014 See Reverse for Instructions

7014 2120 0004 1382 2953



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

La Homa Bridge Project, Parcel 4

Rogelio Rodriguez Lozano
P.O. Box 5343
McAllen, Texas 78502

9590 9401 0097 5168 4519 11

2. Article Number (Transfer from service label)
7014 2120 0004 1382 2953

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) ROGELIO RODRIGUEZ C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

DEC 11 2015

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

AERIAL PHOTOGRAPH OF THE SUBJECT PROPERTY



www.googleearth.com

The subject property as a whole is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. Parcels 3 and 4 were combined for as they are both under the same ownership (Rogelio Rodriguez Lozano – fee simple owner), with Parcel 3 being encumbered by a utility easement owned by La Joya Water Supply Corporation (Agua Special Utility District). This exhibit is for illustrative use only.

AERIAL PHOTOGRAPH OF THE SMALLER ECONOMIC UNIT AREA



www.googleearth.com

The smaller 5.0 acre economic unit area is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. This exhibit is for illustrative use only.

Market Analysis

The subject property is located on the north side of U.S. Business Highway 83, in-between Bentsen Palm Drive and Breyfogle Road (Schuerbach Road), within the ETJ (extraterritorial jurisdiction) of Palmview, Texas. The ETJ is the legal ability of a government to exercise authority beyond its normal boundaries that is not within the city limits of another city. The ETJ is the territory where Palmview is authorized to annex land. The ETJ enables Palmview to extend regulations to adjacent land where development can affect quality of life within the city. ETJ regulations also help to ensure that subdivisions that may be annexed by Palmview in the future meet minimum standards for road access, lot size, and other factors. No municipal taxes are collected in the ETJ. Services such as public safety, road maintenance, and parks are provided by the county but not by Palmview. No Palmview zoning is enforced within the ETJ; therefore, the subject property is un-zoned and is legally permissible to utilized for any use.

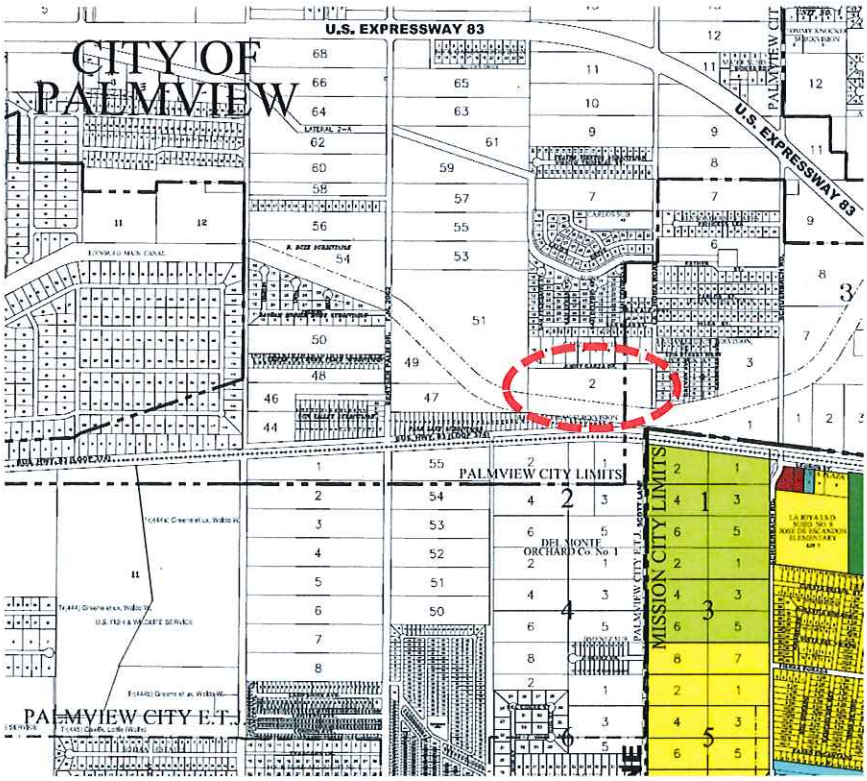
Palmview, Texas, is located within Hidalgo County, and is part of the McAllen-Edinburg-Mission metropolitan statistical area (MSA), and has a population of 5,460 as of the 2010 U.S. Census. Palmview is located south of La Homa, Texas, which is a census-designated place (CDP) with a population of 11,985 as of the 2010 U.S. Census, north of South Palmview, Texas, which is a census-designated place (CDP) with a population of 5,575 as of the 2010 U.S. Census, west of the City of Mission with a population of 80,452 as of the 2010 U.S. Census, and east of Abram-Perezville, Texas, which is a census-designated place (CDP). The subject property is located within the La Joya Independent School District, and has to potable water provided by Aqua Special Utility District.

Utilities

The subject property is located within the ETJ of Palmview, which has access to potable water which is serviced by the Aqua Special Utility District. The subject property does not have access to sanitary sewer.

Zoning

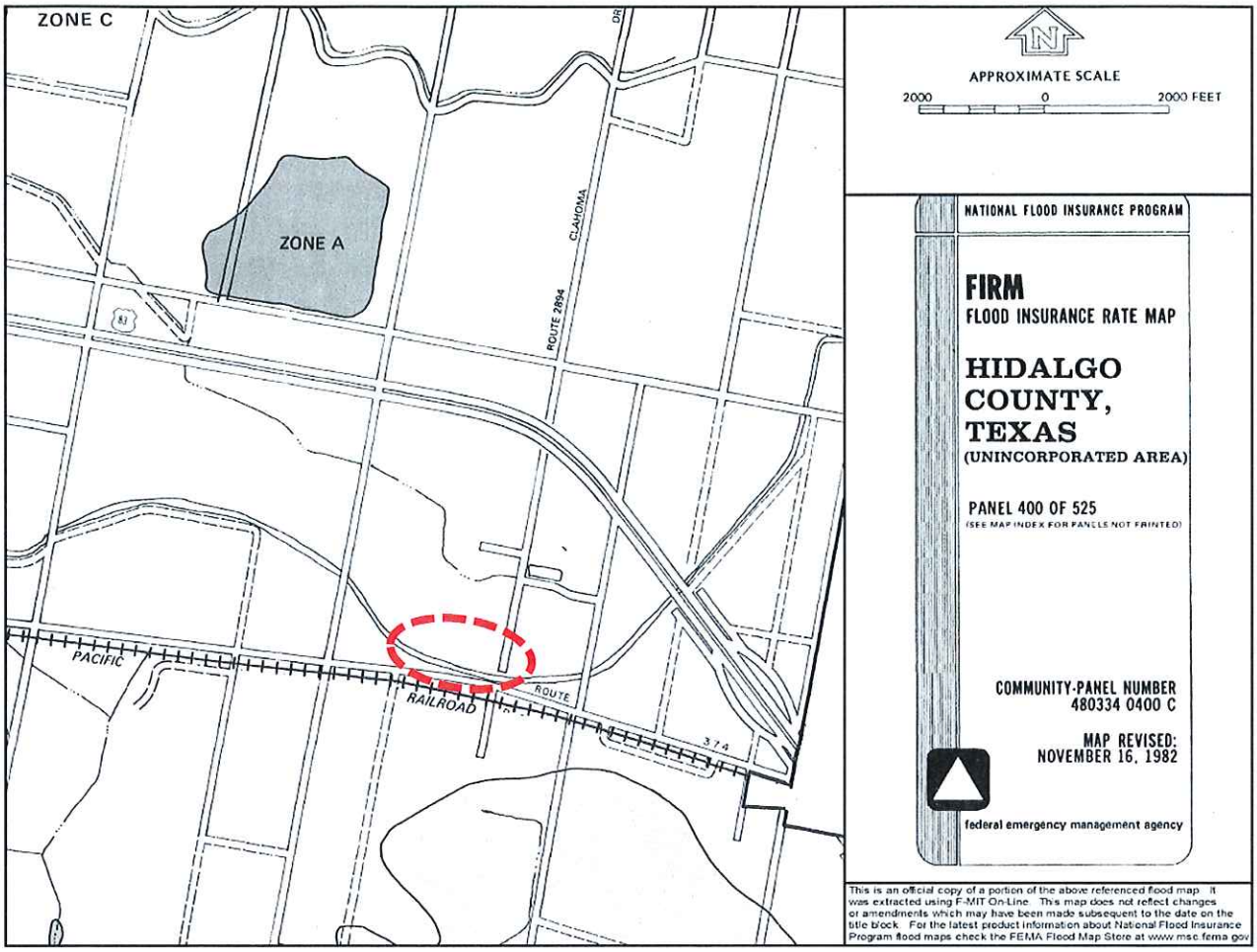
The subject property is located partially within the ETJ of Palmview and partially within the city limits of Palmview; therefore, the subject property is partially zoned A-O (Open Agricultural District) and un-zoned. Palmview zoning information was provided by Jaime Sanchez, Palmview City Inspector.



http://www.missiontexas.us

The subject property is outlined by a red dashed line and is for illustrative purposes only.

Flood Zone Designation



The subject property is located in Flood Zone C. Zone C is not designated as a Special Flood Hazard area. A flood hazard areas located on the Flood Insurance Rate Map is identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by any flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

www.fema.gov

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 3 & 4

Local Address: Southwest Corner of La Homa Road and Jimmy Garza Drive, within the ETJ of Palmview, Texas

Date Taken: January 6, 2016

Taken By: Leonel Garza III & Mike Navarro

Point which taken: Photo 1: La Homa Road
Photo 2: La Homa Road

Looking: Photo 1: Southern View
Photo 2: Southwestern View



Photo 1
Southern view of Parcel 4



Photo 2
Southwestern view of Parcel 3

Point which taken: Photo 3: Jerry Garza Drive
Photo 4: La Homa Road

Looking: Photo 3: Western View
Photo 4: Southern View



Photo 3
Western view of Jerry Garza Drive



Photo 4
Southern view of La Homa Road

Property Description

The subject property is located at the southwest corner of La Homa Road and Jimmy Garza Drive, partially located within the ETJ as well as the city limits of Palmview, Texas. The subject property is located partially within the ETJ of Palmview and partially within the city limits of Palmview; therefore, the subject property is partially zoned A-O (Open Agricultural District) and un-zoned. The subject property is a 5.0 acre irregular shaped tract of land, with approximately 575.0' lineal feet of frontage along the south side of Jimmy Garza Drive and 419.01' lineal feet of frontage along the west side of La Homa Road. For the purposes of this report Parcels No. 3 and No. 4 were combined in this report. Both parcels are under the ownership of Rogelio Rodriguez, with Parcel No. 3 being a La Joya Water Supply Corporation (Agua Special Utility District) utility easement to be utilized as a future lift station. Potable water is available to the subject property; however, sanitary sewer is not available or provided. The subject property is identified as Lot 25, Block 1, Mission Groves Estates.



The subject property as a whole is outlined in yellow with the part to be acquired being highlighted in red. A survey of the whole property was not provided. This exhibit is for illustrative use only.

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The Dictionary of Real Estate Appraisal. 5TH Edition Chicago: Appraisal Institute, 2010

Legally Permissible

After a conversation with the City of Palmview, the subject property is partially located within the ETJ as well as within the city limits of Palmview. According to the City of Palmview, the portion located within the ETJ is not subject to Palmview zoning; however, the portion located within the city limits is zoned A-O (Open Agricultural District). Therefore, the subject property is partially un-zoned and partially zoned A-O, and will require rezoning for any future use other than an agricultural use.

Physically Possible

The subject property is located at the southwest corner of La Homa Road and Jimmy Garza Drive. The subject property is an irregular shaped tract of land with the approximately 575.0' lineal feet of frontage on the south side of Jimmy Garza Drive and 419.01' lineal feet of frontage along the west side of La Homa Road. The provided survey is of the proposed acquisition area and not of the whole property; therefore, the whole property area is estimated to be 5.0 acres. Based on the size and dimensions of the subject property, the subject property appears to have sufficient land area for a residential use or development.

Financially Feasible

Based on the surrounding uses, size and dimension, the most financially feasible use is determined to be for residential use or development.

Maximally Productive

The subject property is a vacant tract of land currently being utilized for an agricultural use. The overall site would be at its maximally productive state if utilized for residential use or development.

The overall highest and best use is confirmed to be for residential use or development, based on the overall location, size, dimension, access, and available utilities of the subject property.

Property Tax Assessment

The Hidalgo County Appraisal District is currently reviewing and re-assessing property values for Year 2015. As such, the assessed value may be subject to change for the 2015 tax year. Property tax protests typically begin on or about May 31st annually. The Hidalgo County Appraisal District provides general information about the District and the property tax system in Texas, as well as general information regarding properties assessed for taxes. This data source does not replace the use of a title search, but will inform the appraiser of the current owner-of-record. The Appraisal District will annually appraise properties according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP). Research concerning the derivation of the following assessed value was not conducted during the course of this appraisal and is used for data collection purposes only. The following information can be found at www.hidalgoad.org and/or the District office located at 4405 S. Professional Drive, Edinburg, Texas.

Hidalgo CAD

Property Search Results > 238118 LOZANO ROGELIO RODRIGUEZ for Year 2016

Property

Account

Property ID:	238118	Legal Description:	MISSION GROVES ESTATE LOT 2 BLK 1
Geographic ID:	M5000-00-001-0002-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	JIMMY GARZA DR TX	Mapsco:	
Neighborhood:		Map ID:	CPM
Neighborhood CD:			

Owner

Name:	LOZANO ROGELIO RODRIGUEZ	Owner ID:	957722
Mailing Address:	PO BOX 5343 MCALLEN, TX 78502-5343	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$41,712	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$20,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$185,730	$2,120
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$247,942	
(–) Ag or Timber Use Value Reduction:	–	$183,610	
(=) Appraised Value:	=	$64,332	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$64,332	

Taxing Jurisdiction

Owner: LOZANO ROGELIO RODRIGUEZ
% Ownership: 100.0000000000%
Total Value: $247,942

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$64,332	$64,332	$0.00
CPM	CITY OF PALMVIEW	0.479000	$64,332	$64,332	$308.15
DR1	DRAINAGE DISTRICT #1	0.095700	$64,332	$64,332	$61.57
GHD	HIDALGO COUNTY	0.590000	$64,332	$64,332	$379.56
JCC	SOUTH TEXAS COLLEGE	0.185000	$64,332	$64,332	$119.01
R05	ROAD DIST 05	0.000000	$64,332	$64,332	$0.00
SLJ	LA JOYA ISD	1.311000	$64,332	$64,332	$843.39
SST	SOUTH TEXAS SCHOOL	0.049200	$64,332	$64,332	$31.65
	Total Tax Rate:	2.709900			
				Taxes w/Current Exemptions:	$1,743.33
				Taxes w/o Exemptions:	$1,743.33

Improvement / Building

www.hidalgoad.org

Improvement #1:	RESIDENTIAL	State Code:	E1	Living Area:	2465.0 sqft	Value:	$41,712

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	CBKFA	CCBK	1981	1764.0
ENC	ENCLOSED ADD	CBKFA		1981	437.0
CPT	CARPORT	CBKFA		1981	476.0
STG	STORAGE	CBKFA		1981	336.0
ADD	ADDITION	CBKFA		1981	192.0
ADD	ADDITION	CBKFA		1981	72.0
PAT	PATIO	CBKFA		1981	636.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	1.0000	43560.00	0.00	0.00	$20,500	$0
2	P	GRAZING 1PASTWET	9.0600	394653.60	0.00	0.00	$185,730	$2,120

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$41,712	$206,230	2,120	64,332	$0	$64,332
2015	$41,712	$206,230	4,213	66,425	$0	$66,425
2014	$41,637	$206,230	4,050	66,187	$0	$66,187
2013	$42,524	$206,230	3,878	66,902	$0	$66,902

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/1/2011 12:00:00 AM	WDV	WARRANTY DEED/VENDORS LIEN	REPO HOUSES A &	LOZANO ROGELIO			2194059
2	6/14/2010 12:00:00 AM	STD	SUB TRUSTEE DEED	DE LA FUENTE JU/	REPO HOUSES A &			2111243
3	9/26/2007 12:00:00 AM	GWD	GEN. W/D	DE LA FUENTE JU/	DE LA FUENTE JU/			1810121

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Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for residential use or development. This classification shall be utilized for the determination of value for the whole property.

VALUATION APPROACHES

Cost Approach ..... $ Not Applicable

Sales Comparison Approach ..... $ 169,185

Income Approach ..... $ Not Applicable

RECONCILATION OF APPROACHES TO VALUE

Contributory Value of Improvements	
Ranch Style Hog Fence (1,591' lineal feet x $4.35/lf @ 50% Depreciation)	$ 3,460
(2) Mesquite Trees ($425 / Tree)	$ 850
(80) Palm Trees ($185 / Tree)	$ 14,800
(1) Water Spigot ($150 / Spigot @ 50% Depreciation)	$ 75
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 19,185**

Parcel 4 - Fee Value	4.6800 AC	@ $ 30,000 / ACRE	$	140,400
Parcel 3 - Encumbered Value	0.3200 AC	@ $ 15,000 / ACRE	$	4,800
Parcel 3 - Easement Value	0.3200 AC	@ $ 15,000 / ACRE	$	4,800
Total Land Value			$	150,000

Reconciled Final Value _____ **$ 169,185**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg 3.8	pg 3.9

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Repo Houses A & C, LLC	Raul Saenz and wife, Esther Saenz	Jaime Cordova and Cesar Rosales	Ramiro Guerra and spouse, Maria Del Carmen Guerra
Grantee	Rogelio Rodriguez Lozano	David Alberto Escalera and wife Monica Guerrero	Francisco Piña, Jr. and Cora Elizabeth Piña	Pedro Hernandez Santiago
Date	March 22, 2011	August 25, 2015	March 10, 2014	January 16, 2015
Sales Price	$ -	$ 135,000	$ 170,000	$ 225,000
Unit Price	$ - / AC	$ 27,551 / AC	$ 22,078 / AC	$ 37,500 / AC
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -5%	Inferior 15%	Superior -10%
Corner Influence/Frontage	La Homa Road & Jerry Garza Drive	Inspiration Road 5%	Bentsen Palm Drive 5%	North Schuerbach Road 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Superior -10%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	All Utilities -5%	Water / No Sewer 0%	Water / No Sewer 0%
Size of Tract	5.00 AC	4.90 0%	7.70 0%	6.00 0%
	Net Adjustment	$ (1,378) -5%	$ 4,416 20%	$ (5,625) -15%
	Indicated Unit Value	$ 26,173 / AC	$ 26,494 / AC	$ 31,875 / AC
Estimated Unit Value of Fee Simple Area				**$ 30,000 / AC**

Estimated Value by Sales Comparison Approach **$ 150,000**

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(Rev. 11/11)
Page 1 of 3

COMPARABLE DATA SUPPLEMENT

District: N/A | Parcel No.: 3 & 4 | Highway: La Homa Road Bridge Project
County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Raul Saenz and wife, Esther Saenz
Grantee/Lessee: David Alberto Escalera and wife, Monica Guerrero

Date: August 25, 2015 Recording Information: Deed No. 2642301 Key Map: Texas Map

Address: Inspiration Road, Mission, TX Zip Code: 78572

Legal Description: A 4.91 acres tract of land aka the South 5.00 acres of the North 23.2 acres of Lot 31-1, West Addition to Sharyland Subdivision, Hidalgo County, Texas.

Confirmed Price: $135,000 Verified with: MLS No. Owner: Mr. David Escalera

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 4.900 Acres/ 213,444 Sq. Ft. Unit Price as Vacant: $27,551 / Acre
$0.63 / Square Foot

Type Street: Asphalt Paved Utilities: All Utilities

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Residential Use

Date of Inspection: January 6, 2016 Zoning: Residential Flood Plain: N/A

Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

COMPARABLE DATA SUPPLEMENT

District: N/A Parcel No.: 3 & 4 Highway: La Homa Road Bridge Project
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Jaime Cordova and Cesar Rosales Grantee/Lessee: Francisco Piña, Jr and Cora Elizabeth Piña
Date: March 10, 2014 Recording Information: Deed No. 2494608 Key Map: Texas Map
Address: Bentsen Palm Drive, Palmview, TX Zip Code: 78572
Legal Description: Lot Thirty Seven (37), BENTSEN GROVES ADDITION "E", Hidalgo County, Texas.
Confirmed Price: $170,000 Verified with: MLS No. A147400S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 7.700 Acres/ 335,412 Sq. Ft. Unit Price as Vacant: $22,078 / Acre
$0.51 / Square Foot
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant Highest & Best Use: Residential Use
Date of Inspection: January 6, 2016 Zoning: N/A Flood Plain: N/A
Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

COMPARABLE DATA SUPPLEMENT

District: N/A | Parcel No.: 3 & 4 | Highway: La Homa Road Bridge Project
County: Hidalgo | ROW CSJ: N/A

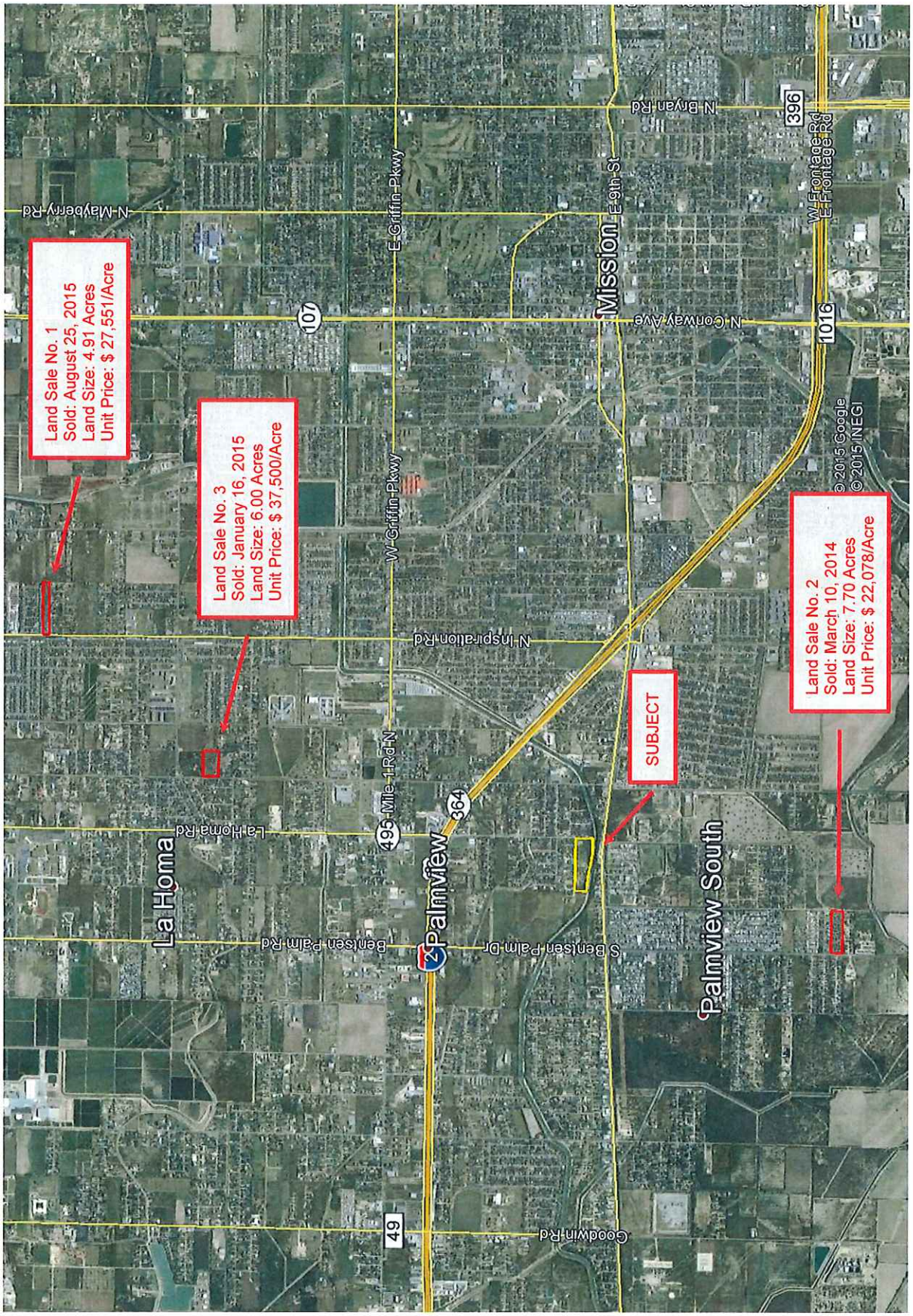
Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Ramiro Guerra and spouse, Maria Del Carmen Guerra
Grantee/Lessee: Pedro Hernandez Santiago
Date: January 16, 2015 Recording Information: Deed No. 2579135 Key Map: Texas Map
Address: N. Schuerbach Rd, Mission, TX Zip Code: 78574
Legal Description: The North 6 acres of Lot 41, New Caledonia Unit No. 1, according to the map thereof recorded in Volume 6, Page 19, Map Records, Hidalgo County, Texas.
Confirmed Price: $225,000 Verified with: MLS No. A247175941S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 6.000 Acres/ 261,360 Sq. Ft. Unit Price as Vacant: $37,500 / Acre
$0.86 / Square Foot
Type Street: Asphalt Paved Utilities: Water / No Sewer
Improvement(s) Description: N/A
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant Highest & Best Use: Residential Use
Date of Inspection: January 6, 2016 Zoning: N/A Flood Plain: N/A
Attach additional information as necessary.

Appraiser: Leonel Garza III January 12, 2016
Date

LOCATION MAP OF SALES



Explanation of Adjustments with Reconciliation:

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of $26,173 per acre to $31,875 per acre was determined. Based on the surrounding market, a unit rate near the upper-end of the adjusted range was selected, i.e., $30,000 per acre.

As for the portion of the part to be acquired which is encumbered by a 0.32 acre La Joya Water Supply Corporation (Agua Special Utility District) which encumbers the proposed acquisition, a 50% adjustment of the fee simple unit rate is applied for this area only. The purpose of such discount is that the fee simple owner of record does not contain the full bundle of right to this portion of the subject property as La Joya Water Supply Corporation (Agua Special Utility District) has the right to construct, repair any lines located within their designated easement area. This area reserved for such use will not be able to be built upon with structures without the explicit permissibility of the La Joya Water Supply Corporation (Agua Special Utility District). However, upon the permissibility of the La Joya Water Supply Corporation (Agua Special Utility District), the fee simple owner may cross, farm, and utilize the surface of said tract of land. Since the fee simple owner does not contain full control or bundle of rights, a discount of -50% is applied. Therefore, the area located within the La Joya Water Supply Corporation (Agua Special Utility District) easement, shall have a unit rate calculated at 50% of the $30,000/acre value determined for the fee simple area.

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COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Ranch Style Hog Fence	1,591	$ 4.35	$ 6,921	50%	$ 3,460
Mesquite Tree	2	$ 425	$ 850	0%	$ 850
Palm Tree	80	$ 185	$ 14,800	0%	$ 14,800
Water Spigot	1	$ 150	$ 150	50%	$ 75
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ 19,185**
Contributory Value of All Improvements					**$ 19,185**

	Net Land Area			**Price / Unit**	
Parcel 4 - Fee Land Value	4.6800	AC	@	$ 30,000 / AC	$ 140,400
Parcel 3 - Encumbered Land Value	0.3200	AC	@	$ 15,000 / AC	$ 4,800
Parcel 3 - Easement Land Value	0.3200	AC	@	$ 15,000 / AC	$ 4,800
Estimated Value By Cost Approach					**$ 169,185**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach _____ **N/A**

Form ROW-A-5(Rev. 08/11)

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☒ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
The highest and best use of the subject property is for residential use or development. This shall be utilized for the determination of value for the part to be acquired.

VALUATION APPROACHES

Cost Approach	$	Not Applicable
Sales Comparison Approach	$	14,302
Income Approach	$	Not Applicable

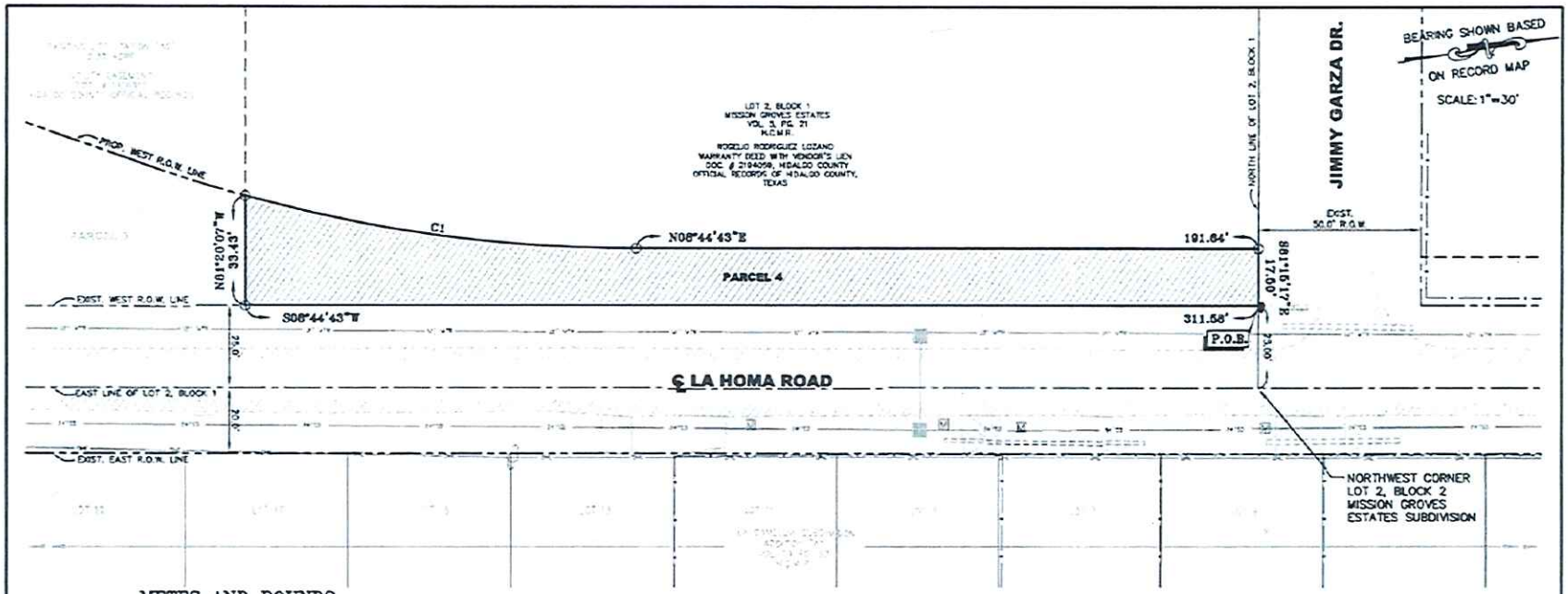
RECONCILATION OF APPROACHES TO VALUE
Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

Contributory Value of Improvements		
Ranch Style Hog Fence (495' lineal feet x $4.35/lf @ 50% Depreciation)	$	1,077
(2) Mesquite Trees ($425 / Tree)	$	850
(24) Palm Trees ($185 / Tree)	$	4,440
(1) Water Spigot ($150 / Spigot @ 50% Depreciation)	$	75
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total Contributory Value of Improvements	**$**	**6,442**

Parcel 4 - Fee Value	0.1400	AC	@	$	30,000	/ ACRE	$ 4,200
Parcel 3 - Encumbered Value	0.1220	AC	@	$	15,000	/ ACRE	$ 1,830
Parcel 3 - Easement Value	0.1220	AC	@	$	15,000	/ ACRE	$ 1,830
Total Land Value							$ 7,860

Reconciled Final Value _____ **$ 14,302**

Land Value, pg 3.1 | Cost Approach, pg 3.7 | Sales Comparison Approach, pg 3.8 | Income Approach, pg 3.9



METES AND BOUNDS

RIGHT-OF-WAY DEDICATION

BEING A 0.140 (6,085.223 S.F.) ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDS IN VOL. 05, PG. 21, MAP RECORDED OF HIDALGO COUNTY, TEXAS; CONVEYED TO ROGELIO RODRIGUEZ LOZANO IN WARRANTY DEED WITH VENDOR'S LIEN, DOC.# 2194059, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION ALSO THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 08°44'43" WEST, A DISTANCE OF 311.56 FEET WITH THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°20'07" WEST, A DISTANCE OF 33.43 FEET TO A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 121.40 FEET, A CHORD DISTANCE OF 121.04 FEET, WITH A CHORD BEARING OF NORTH 16°16'20" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF TANGENCY;

THENCE, PARALLEL TO THE EAST LINE OF SAID LOT 2, BLOCK 1 AND THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, NORTH 08°44'43" EAST, A DISTANCE OF 191.64 FEET TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH LINE OF SAID LOT 2, BLOCK 1, AND THE EXISTING SOUTH RIGHT OF WAY LINE OF JIMMY GARZA DRIVE, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°51'17" EAST, A DISTANCE OF 17.50 FEET WITH NORTH LINE OF SAID LOT 2, BLOCK 1, AND THE EXISTING SOUTH RIGHT OF WAY LINE OF JIMMY GARZA DRIVE, TO THE POINT OF BEGINNING, CONTAINING 0.140 OF AN ACRE (6,085.223 SQFT.) TRACT OF LAND MORE OR LESS

GENERAL NOTES:

ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78559
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:

1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

SYMBOL LEGEND	
●	FND. 1/2" IRON ROD
⊗	FND. 60-D NAIL
◉	FND. 1/2" IRON PIPE
○	SET. 1/2" IRON ROD

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	460.00	121.40	15°07'14"	121.04	N16°16'20"E

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

4/29/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

STATE OF TEXAS — REGISTERED — SAMUEL D. MALDONADO — 6027 — PROFESSIONAL — LAND SURVEYOR

PLAT SHOWING PARCEL 4

BEING A 0.140 (6,085.223 S.F.) ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 05, PG. 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

JOB NUMBER
ENG 14.004

SAMES Sam Engineering & Surveying, Inc.
200 S. CAGE BLVD — TEL: (956) 702-8880
PHARR, TEXAS 78577 — FAX: (956) 702-8883
SURVEY FIRM REGISTRATION # 101416-00

GENERAL NOTES:
ADDRESS: S. LA HOMA RD
PALMVIEW, TEXAS 78558
SURVEYED: MARCH 04, 2015

FLOOD ZONE DESIGNATION: "C"
COMMUNITY-PANNEL NUMBER: 480334 0400 C
MAP REVISED: NOVEMBER 16, 1982

SURVEY NOTES:
1.) BASIS OF BEARING EAST LINE OF LOT 2 BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, AS PER MAP RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN

SYMBOL LEGEND
- FND. 1/2" IRON ROD
- FND. 60-D NAIL
- FND. 1/2" IRON PIPE
- SET. 1/2" IRON ROD
- FND. 1" IRON PIPE

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA ANGLE	CHORD	CHORD DIRECTION
C1	1,305.46	67.52	2°57'46"	67.51	N77°18'31"W
C2	540.00	24.66	2°37'01"	24.66	N26°37'18"E
C3	460.00	32.63	4°03'51"	32.62	N25°53'53"E

METES AND BOUNDS
RIGHT-OF-WAY DEDICATION

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDS IN VOL. 05, PG. 21, MAP RECORDED OF HIDALGO COUNTY, TEXAS; CONVEYED TO LA JOYA WATER SUPPLY CORPORATION (AQUA SPECIAL UTILITY DISTRICT) IN DOCUMENT NUMBER 1416912, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A HALF (1/2) INCH IRON ROD FOUND ON A CURVE ON THE SOUTH LINE OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CANAL, HAVING A 200.00 FEET RIGHT OF WAY, AND ALSO BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF LA HOMA ROAD, ALSO BEING THE SOUTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT, WITH THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRACT No. 1 CANAL, ALSO BEING THE SOUTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, HAVING A RADIUS OF 1305.46 FEET, AT AN ARC LENGTH OF 2.1 FEET PASSED A 1" IRON PIPE FOUND, A CHORD DISTANCE OF 67.52 FEET IN ALL, WITH A CHORD BEARING OF NORTH 77°18'31" WEST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET, AN ARC LENGTH OF 24.66 FEET, AN ARC LENGTH DISTANCE OF 24.66 FEET, WITH A CHORD BEARING OF NORTH 26°37'18" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF TANGENCY;

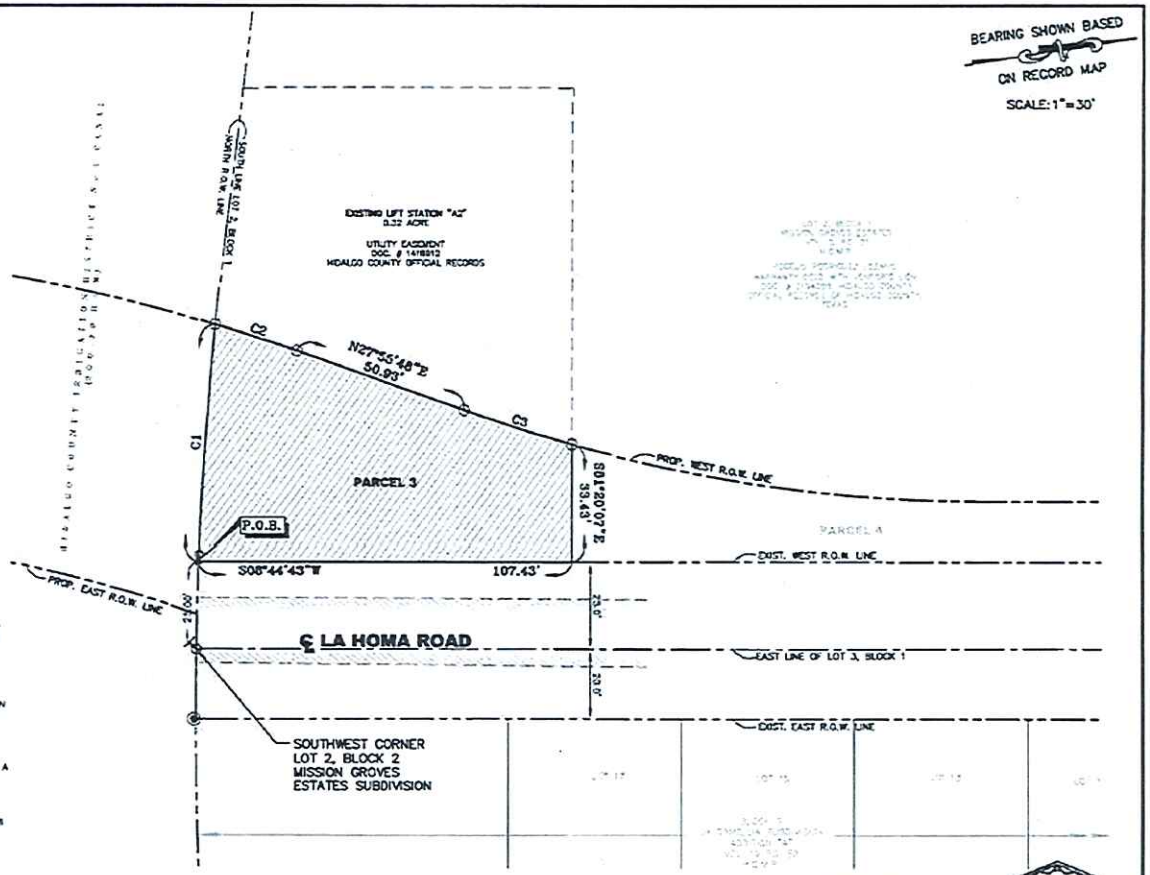
THENCE NORTH 27°55'48" EAST, A DISTANCE OF 50.93 FEET TO A HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES" SET FOR A POINT OF CURVATURE;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 32.63 FEET, A CHORD DISTANCE OF 32.62 FEET, WITH A CHORD BEARING OF NORTH 25°53'53" EAST, TO A HALF (1/2) INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES" SET ON THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, SOUTH 81°20'07" EAST, A DISTANCE OF 33.43 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE NORTHEAST CORNER OF SAID 0.32 ACRE TRACT OF LAND, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°44'43" WEST, A DISTANCE OF 107.43 FEET WITH THE EXISTING WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD, ALSO BEING THE EAST BOUNDARY LINE OF SAID 0.32 ACRE TRACT OF LAND, TO THE POINT OF BEGINNING, CONTAINING 0.122 OF AN ACRE (5,329.81 SQFT.) TRACT OF LAND MORE OR LESS

JOB NUMBER
ENG 14.004



PLAT SHOWING PARCEL 3

BEING A 0.122 (5,329.81 S.F.) ACRE TRACT OF LAND OUT OF A 0.32 ACRE TRACT OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 05, PG. 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

4/29/2015

SAMUEL DAVID MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

STATE OF TEXAS — REGISTERED — SAMUEL D. MALDONADO — 6027 — PROFESSIONAL — LAND SURVEYOR

SAMES S&M Engineering & Surveying, Inc.
209 S. CAGE BLVD
PHARR, TEXAS 78577
SURVEY FIRM REGULATION #
TEL: (956) 702-8988
FAX: (956) 702-8883
10114100

Part To Be Acquired

In order to determine the unit market value of the subject property as a whole, the Sales Comparison Approach "as vacant" is utilized to determine the subject land value. Once this is completed, the appraiser shall utilize the unit rate (value per square foot or per acre) for the determination of the pro-rata valuation. This determination of market value is based on the fee simple estate for the property with the current highest and best use. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the public improvement or its likelihood, prior to the date of valuation. This is applied to the valuation of the property as a whole, part to be acquired and the remainder before acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder after, in order to determine if any damages (diminution in value) were incurred, as required by State Law. Based on the size and location of the proposed acquisition, there shall not be a diminution of market value.

The determination of market value of the part to be acquired is based on the comparability to other single family residential tracts within the market area, by utilizing the Sales Comparison Approach "as vacant". Upon the valuation of the part to be acquired, a valuation of the remainder before and after the acquisition shall be analyzed to determine the diminution in market value (if any). The following pages shall determine the market value of each segment, in order to determine the total compensation for the part to be acquired.

PART TO BE ACQUIRED

Highest and Best Use:
The highest and best use of the subject property is for residential use or development.

Contributory Value of Improvements		
Ranch Style Hog Fence (495' lineal feet x $4.35/lf @ 50% Depreciation)	$ 1,077	
(2) Mesquite Trees ($425 / Tree)	$ 850	
(24) Palm Trees ($185 / Tree)	$ 4,440	
(1) Water Spigot ($150 / Spigot @ 50% Depreciation)	$ 75	
	$ -	
	$ -	
	$ -	
	$ -	
Total Contributory Value of Improvements		$ 6,442

Parcel 4 - Fee	0.1400	AC	@	$	30,000 / ACRE	$ 4,200	
Parcel 3 - Encumbered	0.1220	AC	@	$	15,000 / ACRE	$ 1,830	
Parcel 3 - Easement	0.1220	AC	@	$	15,000 / ACRE	$ 1,830	
Total Land							$ 7,860
TOTAL AS A UNIT							**$ 14,302**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements		
Ranch Style Hog Fence (1,096' lineal feet x $4.35/lf @ 50% Depreciation)	$ 2,384	
(56) Palm Trees ($185 / Tree)	$ 10,360	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Total Contributory Value of Improvements		$ 12,744

Parcel 4 - Fee	4.5400	AC	@	$	30,000 / ACRE	$ 136,200	
Parcel 3 - Encumbered	0.1980	AC	@	$	15,000 / ACRE	$ 2,970	
Parcel 3 - Easement	0.1980	AC	@	$	15,000 / ACRE	$ 2,970	
Total Land							$ 142,140
TOTAL AS A UNIT							**$ 154,884**

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
The subject property is analyzed to determine if the acquisition area affects the highest and best use of the subject property in the remainder after. Based on the land area remaining, the highest and best use shall continue to be for residential use or development. The overall site and functionality of the remainder shall not be damaged due to the proposed acquisition located along the frontage of La Homa Road.

Valuation Approaches

Cost Approach ..... $ Not Applicable

Sales Comparison Approach..... $ 154,884

Income Approach..... $ Not Applicable

Reconciliation of Approach to Value:
Each approach to market value was considered for the determination of market value for the remainder after. The subject property is a vacant tract of land for which there are no improvements. The Income Approach and Cost Approach are not applicable to determine the remainder land after the part to be acquired. Therefore, the Sales Comparison Approach "as vacant" is the only applicable approach to determine the market value of the remainder after.

Contributory Value of Improvements	
Ranch Style Hog Fence (1,096' lineal feet x $4.35/lf @ 50% Depreciation)	$ 2,384
(56) Palm Trees ($185 / Tree)	$ 10,360
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 12,744**

Parcel 4 - Fee Value	4.5400	AC	@ $	30,000	/ ACRE	$ 136,200
Parcel 3 - Encumbered Value	0.1980	AC	@ $	15,000	/ ACRE	$ 2,970
Parcel 3 - Easement Value	0.1980	AC	@ $	15,000	/ ACRE	$ 2,970
Total Land Value						$ 142,140

Reconciled Final Value $ **154,884**

Land Value, pg 5.2 | Cost Approach, pg 5.4 | Sales Comparison Approach, pg 5.5 | Income Approach, pg 5.6

Remainder After Acquisition

The proposed acquisition is located along the western frontage of La Homa Road. Based on the highest and best use and the remaining land area, no diminution or damages shall be applied to the subject property. A survey of the whole property was not provided; therefore, the whole land area is estimated and outlined in yellow.



Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Repo Houses A & C, LLC	Raul Saenz and wife, Esther Saenz	Jaime Cordova and Cesar Rosales	Ramiro Guerra and spouse, Maria Del Carmen Guerra
Grantee	Rogelio Rodriguez Lozano	David Alberto Escalera and wife Monica Guerrero	Francisco Piña, Jr. and Cora Elizabeth Piña	Pedro Hernandez Santiago
Date	March 22, 2011	August 25, 2015	March 10, 2014	January 16, 2015
Sales Price	$ -	$ 135,000	$ 170,000	$ 225,000
Unit Price	0	$ 27,551 / AC	$ 22,078 / AC	$ 37,500 / AC
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -5%	Inferior 15%	Superior -10%
Corner Influence/Frontage	La Homa Road & Jerry Garza Drive	Inspiration Road 5%	Bentsen Palm Drive 5%	North Schuerbach Road 5%
Physical Characteristics	Average	Similar 0%	Similar 0%	Superior -10%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / No Sewer	All Utilities -5%	Water / No Sewer 0%	Water / No Sewer 0%
Size of Tract	4.7380 AC	4.90 0%	7.70 0%	6.00 0%
	Net Adjustment	$ (1,378) -5%	$ 4,416 20%	$ (5,625) -15%
	Indicated Unit Value	$ 26,173 / AC	$ 26,494 / AC	$ 31,875 / AC
Estimated Unit Value of Fee Simple Area				**$ 30,000 / AC**

Estimated Value by Sales Comparison Approach **$ 142,140**

Explanation of Adjustments with Reconciliation

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo County Appraisal District. The sites of these sales were visited to determine the true comparability with the subject property. They were reviewed for items recognized by the market that affect market value, including, but not limited to, conditions of sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions may require adjustments for any differences found when compared to the subject property. After adjustments were made, an adjusted unit range of value of $23,173 per acre to $31,875 per acre was determined. Based on the surrounding market, a unit rate near the upper-end of the adjusted range was selected, i.e., $30,000 per acre.

As for the portion of the part to be acquired which is encumbered by a 0.32 acre La Joya Water Supply Corporation (Agua Special Utility District) which encumbers the proposed acquisition, a 50% adjustment of the fee simple unit rate is applied for this area only. The purpose of such discount is that the fee simple owner of record does not contain the full bundle of right to this portion of the subject property as La Joya Water Supply Corporation (Agua Special Utility District) has the right to construct, repair any lines located within their designated easement area. This area reserved for such use will not be able to be built upon with structures without the explicit permissibility of the La Joya Water Supply Corporation (Agua Special Utility District). However, upon the permissibility of the La Joya Water Supply Corporation (Agua Special Utility District), the fee simple owner may cross, farm, and utilize the surface of said tract of land. Since the fee simple owner does not contain full control or bundle of rights, a discount of -50% is applied. Therefore, the area located within the La Joya Water Supply Corporation (Agua Special Utility District) easement, shall have a unit rate calculated at 50% of the $30,000/acre value determined for the fee simple area.

Form ROW-A-5 (Rev. 08/11)

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	**Number of Units**	**$ Per Unit**	**Cost New**	**Depreciation**	**Value**
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Ranch Style Hog Fence	1,096	$ 4.35	$ 4,768	50%	$ 2,384
Palm Tree	56	$ 185	$ 10,360	0%	$ 10,360
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ 12,743.80**
Contributory Value of All Improvements					**$ 12,743.80**

	Net Land Area			**Price / Unit**	
Parcel 4 - Fee Land Value	4.5400	AC	@	$ 30,000 / AC	$ 136,200
Parcel 3 - Encumbered Land Value	0.1980	AC	@	$ 15,000 / AC	$ 2,970
Parcel 3 - Easement Land Value	0.1980	AC	@	$ 15,000 / AC	$ 2,970
Estimated Value By Cost Approach					**$ 154,884**

The cost approach to value was not appropriate as the site is vacant land and has no site or building improvements.

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / SF	$ - / SF		$ - / SF		$ - / SF	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristics	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	SF	SF	0%	SF	0%	SF	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ - / SF		$ - / SF		$ - / SF	
Estimated Unit Value of Fee Simple Area						$ - / SF	

Estimated Value by Sales Comparison Approach _____ **Not Applicable**

The Sales Comparison Approach (As Improved) is not an applicable approach to value, as the subject property is vacant land.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....			$ -
Vacancy	%			$ -
Effective Gross Income	.....			$ -
Expenses				$ -
Fixed: Taxes.....		$ -		$ -
Insurance.....		$ -		$ -
Variable: Management.....		$ -		$ -
Other		$ -		$ -
		$ -		$ -
		$ -		$ -
Total Expenses	.....			$ -
Net Operating Income	.....			$ -
Income Capitalized @		%	.....	$ -
Plus: Value of Excess Land (If Any)			.....	$ -
			.....	$ -
Estimated Value By Income Approach			.....	Not Applicable

The Income Approach (As Improved) to value is not an applicable approach, as the subject property is vacant land.

Explanation of Damages

The remainder after shall be left with sufficient land area and site utility for residential use or development. Therefore, no diminution or damages shall be applied to the subject property.

Explanation of Cost To Cure

The cost to cure is the cost to compensate the subject owner for the difference in the amount compensated and the cost to replace the ranch style fencing, in order to make the site whole again. Approximately 495' lineal feet of ranch style hog fencing is located within the proposed acquisition; however approximately 422' lineal feet shall be required in-order to replace the lost fencing. This is done in order for the subject property to maintain functional utility similar to its functional utility prior to the acquisition. See chart below for calculation:

Replacement / Cost To Cure Item	Units	$ Per Unit	Replacement Cost New	Depreciated Market Value	Cost To Cure
Ranch Style Hog Fence	422	$ 4.35	$ 1,836	$ 1,077	$ 759
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
	0	$ -	$ -	$ -	$ -
Total Cost To Cure					**$ 759**

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is	$ 169,185	

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished)		$ 14,302

REMAINING PROPERTY

The value of the remainder immediately before the taking is	$ 154,884	
Considering the uses to which the part taken is to be subjected, to the market value of the remainder immediately after acquisition is	$ 154,884	

NET DAMAGES OR ENHANCEMENTS (if any)		$ -

ACCESS

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of		$ -

COST TO CURE	$ 759	

TOTAL COMPENSATION		**$ 15,060**

QUALIFICATIONS OF APPRAISER

Leonel Garza III

Leonel Garza Jr. & Associates, LLC, provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Education & Licensure

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science)

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-way Association (IRWA) (Member # 7899430)

Public Service

McAllen Planning and Zoning Board (Active Member / Chairman)
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

McAllen Traffic Commission Board (Former Member & Vice Chairman)
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

McAllen Ambulance Advisory Committee (Former Member & Vice Chairman)
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals (Former Member)
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Active Member)
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

WARRANTY DEED

CHARGE San Jacinto Title Services-McAllen

GF # 20959 Closer LORA

2194059

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: MARCH 22, 2011

Grantor: REPO HOUSES A & C, LLC

Grantor's Mailing Address: 1530 W. HALL ACRES 3-D
PHARR, TEXAS 78577
HIDALGO COUNTY

Grantee: ROGELIO RODRIGUEZ LOZANO

Grantee's Mailing Address: P.O. BOX 4353
MCALLEN, TEXAS 78502
HIDALGO COUNTY

Consideration:

Cash and a first lien note of even date executed by Grantee and payable to the order of REPO HOUSES A & C, LLC in the principal amount of FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to CHANNING SLUSHER, trustee.

Property (including any improvements):

Lot Two (2), Block One (1), MISSION GROVES ESTATES out of Porciones 51 and 52, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 5, Page 21, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Volume 477, Page 437, Deed Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 6, pursuant to applicable sections of the Texas Water Code.

d. Rights or claims by Hidalgo County Irrigation District No. 6 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Easements and reservations as shown according to the map or plat thereof recorded in Volume 5, Page 21, Map Records of Hidalgo County, Texas.

f. Easement dated March 12, 1959 granted to Central Power & Light Co., recorded in Volume 941, Page 221, Deed Records, Hidalgo County, Texas.

g. Terms, conditions and stipulations as contained in Deed dated May 4, 1931, recorded in Volume 348, Page 228, Deed Records, Hidalgo County, Texas.

h. Utility easement dated December 17, 2004, executed by Juan De La Fuente, Jr. to La Joya Water Supply Corporation, recorded under Document No. 1416912, Official Records, Hidalgo County, Texas.

i. Memorandum of Oil and Gas Lease dated December 13, 2004, executed by Juan Delafuente, Jr. to Smith Production, Inc., recorded under Document No. 1458838, Official Records, Hidalgo County, Texas, together with all rights incident to the owners and lessees of the minerals.

j. All leases, grants, exceptions or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing the Public Records.

k. Zoning and building ordinances in favor of the County of Hidalgo.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

REPO HOUSES A & C, LLC

BY: _____
Adolfo Ibarra

ITS: Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 22nd day of March, 2011, by Adolfo Ibarra, Managing Member of REPO HOUSES A & C, LLC, a Texas limited liability company on behalf of said company.

GRACIE HERNANDEZ
Notary Public, State of Texas
My Commission Expires
04/18/2013

_____
NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE. F-3
McALLEN, TEXAS 78504
GF#112420959

AFTER RECORDING, RETURN TO:
ROGELIO RODRIGUEZ LOZANO

EASEMENT DEED

1416912

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that [redacted] Juan De La Fuente Jr., Hidalgo County, Texas 78595 (hereinafter called "Grantor"), in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration paid by the LA JOYA WATER SUPPLY CORPORATION, P.O. Box 518-A. La Joya, Hidalgo County, Texas 78560, (herein after 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 as hereinafter described and defined, hereinafter called the "Easement", to construct, install and lay and thereafter use, operate inspect, repair, maintain, replace, and remove water and sewer lines and/or other utilities over and across the entire length of

LIFT STATION A2

A TRACT OF LAND CONTAINING **13,790.00 SQUARE FEET** OUT OF LOT TWO (2), BLOCK ONE (1), MISSION GROVES ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 05, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS; CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., RECORDED IN DOCUMENT #1059842, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A SET ½" INCH DIAMETER IRON ROD LOCATED ON A CURVE ON THE SOUTH LINE OF LOT TWO (2), BLOCK ONE (1), OF SAID MISSION GROVES ESTATES SUBDIVISION, CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., AND THE NORTH RIGHT OF WAY LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO.1 CANAL (200') R.O.W., AND ALSO BEING ON THE WEST RIGHT OF WAY LINE OF LA HOMA ROAD (45') R.O.W., FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED;

THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF **1305.46 FEET,** AN ARC DISTANCE OF **97.59 FEET,** AND A CHORD DISTANCE OF **97.57 FEET,** WITH A CHORD BEARING OF **NORTH 76 DEGREES 29 MINUTES 49 SECONDS WEST,** TO A POINT FOR AN ANGLE CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 74 DEGREES 25 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF LOT TWO (2), BLOCK ONE (1), OF SAID MISSION GROVES ESTATES SUBDIVISION, CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., AND THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO.1 CANAL (200') R.O.W., A

DISTANCE OF **38.01 FEET,** TO A POINT FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 08 DEGREES 54 MINUTES 27 SECONDS EAST, LEAVING THE SOUTH LINE OF LOT TWO (2), BLOCK ONE (1), OF SAID MISSION GROVES ESTATES SUBDIVISION, CONVEYED TO FRANCISCA T. DECKER AND JUAN DE LA FUENTE JR., AND THE NORTH RIGHT OF WAY LINE OF SAID HIDALGO COUNTY IRRIGATION DISTRICT NO.1 CANAL (200') R.O.W., A DISTANCE OF **95.00 FEET,** TO A POINT FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 81 DEGREES 10 MINUTES 41 SECONDS EAST, A DISTANCE OF **135.00 FEET,** TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD (45') R.O.W., FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 08 DEGREES 54 MINUTES 25 SECONDS WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID LA HOMA ROAD (45') R.O.W., A DISTANCE OF **107.39 FEET,** TO THE **POINT OF BEGINNING, CONTAINING 13,790.00 SQUARE FEET, MORE OR LESS.**

TO HAVE AND TO HOLD the Easement for the purposes herein set forth and subject to the terms, limitations, covenants and agreements herein contained, unto Grantee, its successors and assigns, and Grantor hereby bind Grantor, Grantor's successors and assigns to warranty and forever defend all and singular said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through and under Grantor, but not otherwise.

The Grantors covenants that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 17th day of December, 2004

XXXXXXXXXXXXXXXX

Juan De La Fuente Jr.

Francisca Decker & Juan De La Fuente Jr./ LIFT STATION A2

METES & BOUNDS
LIFT STATION A2

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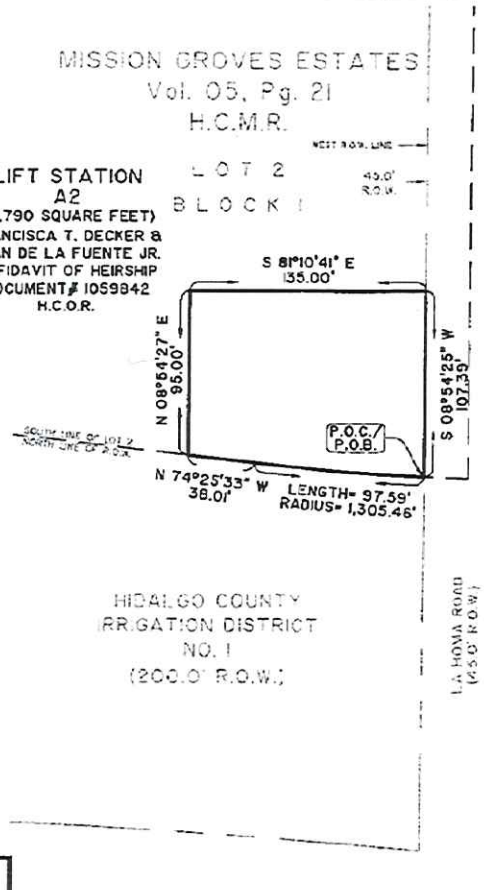
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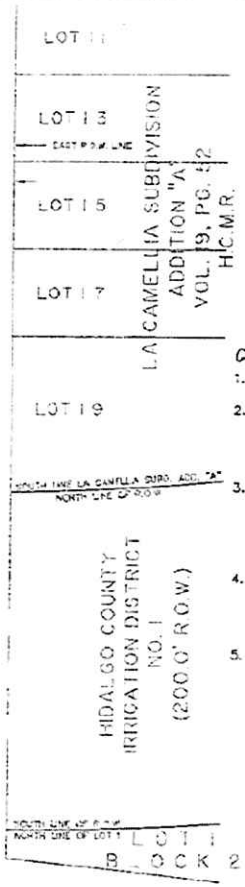
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LEGEND

- O SET 1/2" IRON ROD
- R.O.W. – RIGHT OF WAY
- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – POINT OF BEGINNING
- H.C.D.R. – HIDALGO COUNTY DEED RECORDS
- H.C.O.R. – HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. – HIDALGO COUNTY MAP RECORDS
- L.J.W.S.C. – LA JOYA WATER SUPPLY CORPORATION

General Plat Notes:

1. Bearing Basis: Recorded Plat of Mission Groves Estates, Hidalgo County, Texas.
2. This survey was prepared without the benefit of a title policy. The research of any easements is not within the scope of this boundary/improvement survey. Any easements shown herein were taken directly from the plat of record.
3. The surveyor has made no attempt to locate or define wetlands, hazardous waste areas, habitats, endangered species or any other environmentally sensitive areas on the tract of land shown hereon; nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.
4. The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon; nor does this survey make representations of being an archeological or historical survey of the tract of land shown hereon.
5. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other state agency; nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.

STATE OF TEXAS
REGISTERED
OSCAR HERNANDEZ
5005
SURVEYOR
11-12-06

OSCAR HERNANDEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5005

Legal Description:
13,790.00 SQUARE FEET OUT OF LOT 2, BLOCK 1, MISSION GROVES ESTATES, VOLUME 05, PAGE 21, HIDALGO COUNTY MAP RECORDS.

Dtn. By: A.E.
Date: 07/14/06
Scale: 1"=60'
D.E.C. No.: 3537-11
C.A.D. File: G:\1540\3537-10-90\survey\Easements\Lift Stations\Mission GrovesEstates.dwg

LIFT STATION A2

DANNENBAUM ENGINEERING CORPORATION
1109 NOLANA LOOP MCALLEN, TEXAS 78504 (956)682-3577
HOUSTON AUSTIN DALLAS FORTWORTH MCALLEN

RECEIVED
APR 15 2016
URBAN COUNTY PROGRAM

APPRAISAL REVIEW SUBMISSION
FOR

Parcel Nos. 3 & 4 Update
RCSJ: N/A
Hwy: La Homa Road Bridge
County: Hidalgo

CONSISTING OF:

- ***Form ROW-A-10***
- ***Appraisal Review Form USPAP***
- ***Assumptions and Limiting Conditions***
- ***Certification***
- ***Evaluation Form ROW-A-19A***

PREPARED BY:

Harvey L. Heerssen
Tx. State Certified General Appraiser
No. TX-1327190-G

4-12-16
Effective Date of Review

4-13-16
Date of Review Report

Texas Department of Transportation
Form ROW-A-10
(Rev. 07/13)

TABULATION OF VALUES

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

Taking Type: Partial

District: Pharr 21

Size of Remainder: 4.7380 Acres

County: HIDALGO

Type of Property: Vacant/Irrigation Canal

Federal Project: N/A

Contract Fencing: N/A

Appraised by: Leonel Garza III

Date Appraised: 1-6-16

Access will be ☒ provided or ☐ denied to the new facility. If access will be partially provided or denied, explain in comments.

Agency	Participating Percentage	Expense Description
Hidalgo County Regional Mobility Authority (HCRMA)	Unknown	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Rogelio Rodriguez Lozano	Fee Simple	0.2620 Acres	$6,030.00	No
La Joya Water Supply Corporation	Easement	0.1220 Acres	1,830.00	No

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
$7,860.00	$6,442.00	$0.00	759.00	$15,061.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A.	Fencing	Ranch Style	$1,077.00	$1.00	N/A
B.	Landscaping	Trees-26	5,290.00	1.00	N/A
C.	Water Spigot	Metal	75.00	1.00	N/A

A10

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
		Total	$6,442.00		

TABULATION OF VALUES (continued)

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
$0.00	$0.00	$759.00	$759.00

IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
N/A	N/A	N/A	N/A	N/A	N/A
		Total	$0.00	$0.00	

V. Recapitulation

Date:	1-6-16			**Recommended Value**
Appraiser's Name:	Leonel Garza III			
Value of Whole Property	$169,185.00			$169,185.00
Parcel Area: 0.2620 acres				
VALUE FOR PARCEL				
Land: per ac$30,000 Fee-Enc. Fee-$15,000 ac	$6,030.00			$6,030.00
Easement $15,000 per acre	$1,830.00			$1,830.00
Improvements	$6,442.00			$6,442.00
Net Damages or (Enhancements)	$759.00			$759.00
OAS Value(s)	$0.00			$0.00
TOTAL COMPENSATION	$15,061.00			$15,061.00

Calculations for Net Damages or (Enhancements) considers Direct Access Denial damages.

TABULATION OF VALUES (continued)

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

VI. Comments and Conclusions on Values in the Appraisal Report

Appraiser: Leonel Garza III
Effective Date of Updated Report: January 6, 2016
Updated Report Dated: January 12, 2016
Review Appraiser: Harvey L. Heerssen, TX. State Certified General Appraiser
Effective Date of Updated Review: April 12, 2016

Parcel 3 & 4 are updated to reflect accurate current market value. Parcels 3 & 4 are combined into one (1) appraisal report since both tracts are owned by the same owner.

Parcels 3 & 4 are partial fee takings of 0.2620 acres with parcel 3 being 0.1220 acres and parcel 4 being 0.1400 acres. acres out of a whole property of unknown acres in Lot 2, Block 1, Mission Groves Estates Subdivision, Hidalgo County, Texas and is within the ETJ of Palmview, Texas.

The whole property is residential in nature being at the southwest corner of La Homa Road and Jimmy Garza Drive within the ETJ of Palmview, Texas.The highest and best use is for residential purposes.

Since the acreage of the whole tract is unknown, the appraiser determines a smaller economic unit of 5 acres to be utilized for the whole tract. The appraiser selects three (3) sales similar to the subject in location and highest and best use to value the whole property. at $30,000 per acre. The part taken of parcel 3 of 0.1220 acres is encumbered with a utility easement owned by La Joya Water Supply Corporation. Since the owner does not contain the full bundle of rights to the easement area, the appraiser estimates that the amount of rights taken amount to 50% of the fee value or $15,000 per acre. Thus, the encumbered portion is appraised at 50% of the fee value or $15,000 per acre. The La Joya Water Supply Corporation easement is also appraised at $15,000 per acre for a total of $1,830 for the easement owner. Site improvements within the acquisition are appraised accordingly. Cost to cure damages are estimated to compensate for the fencing that was depreciated in the acquisition in order to replace this item on the remainder to retain the same utility.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

The updated report prepared by the appraiser Leonel Garza III is an appraisal report and is presented on TxDOT form ROW-A-5 and appears to comply with USPAP and the Texas Department of Transportation's Appraisal and Review Manual. The appraisers' updated opinion and conclusions appear to be well supported by information contained within this updated appraisal report. It is recommended that the total updated value of $15,061.00 be approved for negotiations and acquisition.

VII. Justification and Explanation for Credit if Retained.

Retentions of $1.00 are applied to each site improvement on this parcel in order to encourage retention.

TABULATION OF VALUES (continued)

Parcel: **3 & 4 Update** Highway: **La Homa Road Bridge** ROW CSJ: **N/A**

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

Reviewing Appraiser — Date

Contract Reviewing Appraiser (if applicable) — Date: 4-13-16

Division Reviewing Appraiser (if applicable) — Date

X. Approval of Values

County/City Representative — Date

ROW Staff Representative — Date

APRAISAL REVIEW FORM USPAP REQUIREMENTS
LA HOMA ROAD BRIDGE-RCSJ: N/A
PARCEL NOS. 3 & 4 UPDATE

REVIEWER'S CLIENT: Hidalgo County-Urban County Program

INTENDED USERS OF APPRAISAL REVIEW: Urban County Program and Hidalgo County Precinct No. 3.

INTENDED USE OF APPRAISAL REVIEW OPINIONS AND CONCLUSIONS: Quality Control and Confirmation

PURPOSE OF THE REVIEW ASSIGNMENT: (1) To evaluate compliance with USPAP, (2) To develop and communicate a conclusion of the quality of the fee appraiser's work, (3) To determine if the results of the work under review were credible for the intended user's intended use. The review assignment does not include the development of the reviewer's own opinion of value or review opinion related to the work under review. The review assignment does include the reviewer to recommend a value for approval and negotiations. In accordance with the **Uniform Appraisal Standards for Federal Land Acquisitions, Section C-4. "An Opinion of Value Expressed by a Review Appraiser,"** "The review appraiser may accept, approve, recommend approval, or disapprove an appraisal report based upon compliance with these Standards and the appropriateness of the methods and analyses employed in the appraisal report. Such acceptance, approval, recommendation, or disapproval does not constitute an opinion of value on the part of the review appraiser, nor does it infer that the reviewing appraiser has taken ownership of, or is responsible for, the value opinion expressed in the appraisal report under review."

JURISDICTIONAL EXCEPTION: An assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. This appraisal review has been completed in accordance with TxDOT standards, rules, regulations and policies. Therefore, if any part or portion of this appraisal review that precludes compliance to USPAP due to any specific standard, rule, regulation, or policy of the client or intended users, then the JURISDICTIONAL EXCEPTION RULE is invoked.

SCOPE OF THE APPRAISAL REVIEW - The Scope of Work for this appraisal review is to develop an opinion as to the completeness, accuracy, relevance, and reasonableness of the work under review, and that the appraisal report is appropriate and is in compliance with USPAP. The work under review is the updated appraisal report prepared by Mr, Leonel Garza III, that has an effective date of 1-6-16 and a report date of 1-12-16. The effective date of the updated appraisal review is 4-12-16 and the date of the updated appraisal review report is 4-13-16. The scope of work also includes the following:

- Technical compliance with the local agency standards.
- Check and review appraisal report for USPAP Compliance.
- Check and review appraisal report to determine quality of appraiser's work.
- Check report for mathematical calculations, approaches to value and accuracy of all statements.
- Check for consistency of value and appraisal methodology from parcel to parcel.
- Prepare appraisal review submission for Client that includes recommending a value for negotiations.
- Submit appraisal review report to Client electronically.

CONCLUSION: The updated appraisal report has been prepared based on recognized appraisal principles and standards, and thus conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser has presented good comparable sales that support the updated appraised value for this property. The appraiser's work is satisfactory and the analyses, opinions and conclusions in the updated appraisal report under review are appropriate and reasonable. **Based on the updated appraisal report and all supporting data, I approve the final updated value conclusion and recommend that the updated appraisal be released for negotiations and acquisition.**

ASSUMPTIONS AND LIMITING CONDITIONS

Client: Hidalgo County- Urban County Program
RCSJ: N/A
Parcel Nos. 3 & 4 Update

This appraisal review is made subject to the following:

The legal description as provided by the client is assumed to be correct.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. The right of way map and all other relevant data furnished by the client are assumed to be correct.

It is assumed that the property reviewed is unencumbered by adverse easements.

The property is reviewed as though free and clear from all liens and encumbrances in fee simple interest to the surface rights only.

No personal property including appliances not fixed to the realty, furnishing, vehicles, trade fixtures, or intangible items are included in the appraisal review.

Any allocation of the total value estimated in this review report between the land and improvements applies only to this parcel under review. The separate values allocated to the land and improvements must not be used in conjunction with any other appraisal report of another parcel and are invalid if so used.

The existence of potentially hazardous material and or toxic waste that may or may not be present on the property was not observed by the review appraiser. However, the review appraiser is not an expert on such matters and is not qualified to detect such substances, and no responsibility is assumed for any hazardous conditions, nor for any expertise required to discover them. The value conclusion of the appraisal review is based on the assumption that no significant environmental problems exist that would adversely affect the value or marketability of the subject property.

The professional competency of the review appraiser should not be presumed to include the knowledge or experience of a professional surveyor, architect, engineer, title lawyer or other specialist.

The appraiser was furnished comparable sale data and other data from sources considered reliable and the review appraiser assumes that all data furnished the appraiser is reliable and accurate but the reviewer does not assume responsibility for the accuracy of all items furnished by other parties.

The client is reminded that market value changes as the market changes with time. The value contained in this review report is as of the retrospective effective date of the appraisal review report. Any passage of time may render the value inaccurate and unsuitable.

The submission of the appraisal review does not include the requirement of publication, court testimony or court appearance. Special arrangements will have to be made for this purpose, including fees and time frames.

I do not authorize the out-of-context quoting from or partial reprinting of the appraisal review report.
Further, neither all nor any part of the contents of this appraisal review shall be disseminated to the public through advertising media, public relations media, news media, sales media or any public means or communications without the prior written consent and approval of the undersigned.

The liability of the review appraisal is limited to the client and intended users only and does not extend to any third parties or to users not specifically designated or authorized. The total liability of the review appraiser is limited to the amount of the fee received by the review appraiser for the report.

CERTIFICATION

RCSJ: N/A -PARCELs 3 & 4 UPDATE
LA HOMA ROAD BRIDGE PROJECT

I certify that to the best of my knowledge and belief:

The statements of fact contained in this review report are true and correct.

The reported analyses, opinions, and conclusions in this review report are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved with this assignment.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three (3) year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analysis, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.

No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.



4-13-16
Date

Harvey L. Heerssen
Texas State Certified General
Real Estate Appraiser, TX–1327190-G

Form ROW-A-19A
(Rev. 07/11)

EVALUATION OF APPRAISER

Appraiser: Leonel Garza III
ROW CSJ: N/A -La Homa Road Bridge Project
Parcel: 3 & 4 Update
Whole Taking ☐ Partial Taking ☒

District: Pharr
Type of Property: Vacant/Irrigation Canal
Date Due: 4-13-16
Date Received: 4-13-16

1) Analysis of Report	Adequate	Less Than Adequate
Neighborhood Discussion and Data	☒	☐
Identification of Subject Property	☒	☐
Site Date Comments	☒	☐
Description of Subject Improvements	☐	☐
Photographs of Subject	☒	☐
Improvement Sketch	☐	☐
Sketch of Whole Property	☒	☐
Highest and Best Use	☒	☐
Cost Approach	☐	☐
Analysis of Market Approach Data	☒	☐
Income Approach Applicable? ☒ N/A	☐	☐
Reconciliation	☒	☐
Appraisal of Part Taken	☒	☐
Appraisal of Remainder Properties	☒	☐
Estimation of Damages and Cost to Cure	☐	☐
Statement of Appropriate & Limiting Conditions	☒	☐

2) Is the report considered to be adequate overall? Yes ☒ No ☐

3) Is the report complete and mathematically correct? Yes ☒ No ☐

4) Were corrections required? Yes ☐ No ☒

If YES:
(A) Was appraiser available? Yes ☐ No ☐
(B) Was appraiser cooperative? Yes ☐ No ☐
(C) Were corrections timely? Yes ☐ No ☐

5) Did the appraiser comply with the appraisal assignment? Yes ☒ No ☐

6) Comments concerning appropriateness of appraisal methods and techniques used in the appraisal report being reviewed: The appraiser utilized comparable sales in the immediate neighborhood that are very comparable to the subject and adequately support the final conclusion..

7) Additional Comments: None

8) Does the appraisal comply with the provisions of the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation with the exceptions of permitted departure and jurisdictional exception? Yes ☒ No ☐

Date: April 13, 2016 Evaluator: Harvey L. Heerssen

A19A

AI-56751 **Head Start** **13. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Appointment of One (1) Community Representative to serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October - Pending Community Representative Appointment: Commissioner Joseph Palacios, Precinct 4

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/05/2016 09:24 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Linda Galaviz		Started On: 10/04/2016 11:30 AM
Final Approval Date: 10/07/2016		

AI-56821 **Precinct #1** **14. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Mari Gutierrez, COMM. PCT. #1

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Discussion, consideration and approval to accept donation deed from Rhodes Enterprises, Inc., a Texas limited partnership for a property legally described as Tract A & Tract B Aurora Valley Phase 4 comprising of approximately 11.85 acres to be utilized as a County Park.

BACKGROUND

Appraisal - $915,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, donation of property.

Attachments

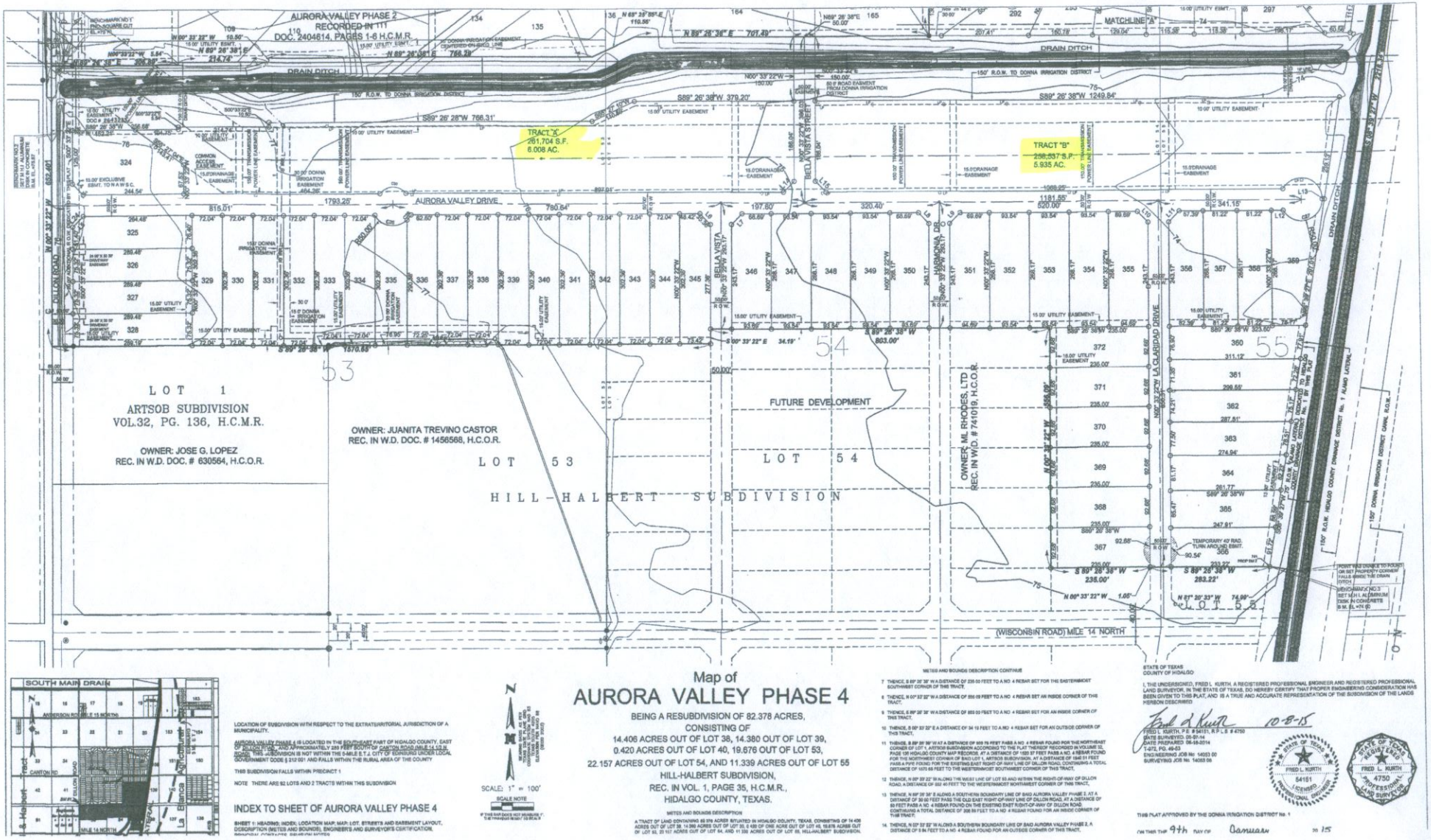
map
deed
appraisal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 11:04 AM
Merlen P. Munoz	Merlen P. Munoz	10/07/2016 11:54 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/07/2016 10:28 AM

Final Approval Date: 10/07/2016



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.

AURORA VALLEY PHASE 4 IS LOCATED IN THE SOUTHEAST PART OF HIDALGO COUNTY, EAST OF DONNA, TX., AND APPROXIMATELY 285 FEET SOUTH OF CANTON ROAD (MILE 14 1/2 N. ROAD). THIS SUBDIVISION IS NOT WITHIN THE 5-MILE E.T.J. CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001 AND FALLS WITHIN THE RURAL AREA OF THE COUNTY

THIS SUBDIVISION FALLS WITHIN PRECINCT 1

NOTE THERE ARE 92 LOTS AND 2 TRACTS WITHIN THIS SUBDIVISION

INDEX TO SHEET OF AURORA VALLEY PHASE 4

SHEET 1: HEADING; INDEX; LOCATION MAP; MAP; LOT, STREETS AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), ENGINEER'S AND SURVEYOR'S CERTIFICATION,

N

SCALE: 1" = 100'

SCALE NOTE
IF THIS BAR DOES NOT MEASURE 1" THE DRAWING SCALE IS NOT AS STATED

Map of
AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 82.378 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.676 OUT OF LOT 53,
22.157 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 82.378 ACRES SITUATED IN HIDALGO COUNTY, TEXAS, CONSISTING OF 14.406 ACRES OUT OF LOT 38, 14.380 ACRES OUT OF LOT 39, 0.420 OF ONE ACRE OUT OF LOT 40, 19.676 ACRES OUT OF LOT 53, 22.157 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55, HILL-HALBERT SUBDIVISION,

METES AND BOUNDS DESCRIPTION CONTINUE

7. THENCE, S 89° 26' 38" W A DISTANCE OF 235.00 FEET TO A NO. 4 REBAR SET FOR THE EASTERNMOST SOUTHWEST CORNER OF THIS TRACT;
8. THENCE, N 00° 33' 22" W A DISTANCE OF 556.09 FEET TO A NO. 4 REBAR SET AN INSIDE CORNER OF THIS TRACT;
9. THENCE, S 89° 26' 38" W A DISTANCE OF 853.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
10. THENCE, S 00° 33' 22" E A DISTANCE OF 34.19 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
11. THENCE, S 89° 26' 38" W AT A DISTANCE OF 950.76 FEET PASS A NO. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF LOT 1, ARTSOB SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32, PAGE 136 HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 1020.97 FEET PASS A NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SAID LOT 1, ARTSOB SUBDIVISION, AT A DISTANCE OF 1040.51 FEET PASS A PIPE FOUND FOR THE EXISTING EAST RIGHT-OF-WAY LINE OF DILLON ROAD, CONTINUING A TOTAL DISTANCE OF 1070.66 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF THIS TRACT;
12. THENCE, N 89° 33' 22" W ALONG THE WEST LINE OF LOT 53 AND WITHIN THE RIGHT-OF-WAY OF DILLON ROAD, A DISTANCE OF 852.40 FEET TO THE WESTERNMOST NORTHWEST CORNER OF THIS TRACT;
13. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, AT A DISTANCE OF 30.00 FEET PASS THE OLD EAST RIGHT-OF-WAY LINE OF DILLON ROAD, AT A DISTANCE OF 60 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY OF DILLON ROAD CONTINUING A TOTAL DISTANCE OF 2656.59 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
14. THENCE, N 00° 33' 22" W ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 5.54 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED

Fred L Kurth 10-8-15
FRED L. KURTH, P.E. # 54161, R.P.L.S. # 4750
DATE SURVEYED: 09-07-14
DATE PREPARED: 06-18-2014
1-4TL PG. 49-G3
ENGINEERING JOB No. 14003.00
SURVEYING JOB No. 14003.06

STATE OF TEXAS
FRED L. KURTH
54161
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

THIS PLAT APPROVED BY THE DONNA IRRIGATION DISTRICT No. 1

ON THIS THE 9th DAY OF January 20 15

STATE OF TEXAS
COUNTY OF HIDALGO

DONATION DEED

Date: October 4, 2016

Grantor: ML Rhodes, Ltd., a Texas limited partnership

Grantor's Mailing Address: 200 South 10th Street, Suite 1400
McAllen, Texas 78501

Grantee: Hidalgo County, Texas

Grantee's Mailing Address: 100 East Cano Street
Edinburg, Texas 78539

Consideration: Grantor's desire to donate the Property to the Grantee for public use.

Property (including any improvements): The real property located in Hidalgo County, Texas and described by metes and bounds on Exhibit "A" attached hereto.

Reservations from Conveyance and exceptions to Conveyance and Warranty:

1. All mineral reservations of record.
2. All Oil, Gas and Mineral Leases of record, if any.
3. Any rules, regulations, rights of way and easements in favor of the water district which property is located.
4. All easements and restrictions of record and all visible easements.
5. The following restrictive covenant:

    a. **The Property shall be used solely as a public park for the use and enjoyment of the general public until September 30, 2036, on which date this restriction shall automatically terminate.**

Grantor, for the Consideration and subject ot the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural

ML RHODES, LTD., a Texas Limited Partnership

By: HIDALGO COUNTY TEXAS CORPORATION
Its: General Partner

BY: _____
Mike Rhodes, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

On this day personally appeared Mike Rhodes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in his capacity as President of Hidalgo County Texas Corporation, General Partner of ML Rhodes, Ltd., a Texas limited partnership, and on behalf of said partnership.

Given under my hand and seal of office this 3rd day of October, 2016.

SILVIA E. TAKANASHI
My Notary ID # 128996238
Expires May 21, 2020

_____
Notary Public, State of Texas

ACCEPTED BY:

HIDALGO COUNTY, TEXAS

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

On this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in his/her capacity as _____ of Hidalgo County, Texas.

Given under my hand and seal of office this _____ day of _____, 2016.

_____
Notary Public, State of Texas

EXHIBIT "A"

EXHIBIT "A"

October 4, 2016

METES AND BOUNDS DESCRIPTION
6.008 ACRES BEING
ALL OF TRACT "A"
AURORA VALLEY PHASE 4 SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 6.008 acres situated in Hidalgo County, Texas, being all of Tract "A", Aurora Valley Phase 4 Subdivision, according to the plat thereof recorded in Instrument Number 2658607, Hidalgo County Map Records, said 6.008 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar set on the Northeast corner of said Tract "A", for the Northeast corner of this herein described tract;

1. THENCE, S 00° 33' 22" E along the East line of said Tract "A", a distance of 186.04 feet to a No. 4 rebar set on the Northernmost Southeast corner of said Tract "A", for the Northernmost Southeast corner of this tract;

2. THENCE, S 44° 26' 38" W along a line of said Tract "A", a distance of 35.36 feet to a No. 4 rebar set [Northing: 16619815.679, Easting: 1131007.571] on the Southernmost Southeast corner of said Tract "A", for the Southernmost Southeast corner of this tract;

3. THENCE, S 89° 26' 38" W along a South line of said Tract "A", a distance of 897.01 feet to a No. 4 rebar set [Northing: 16619806.972, Easting: 1130110.606] on an outside corner of said Tract "A", for an outside corner of this tract;

4. THENCE, in a Southwesterly direction along a curve to the left, with a central angle of 102°38'08", a radius of 40.00 feet, an arc length of 71.65 feet, a tangent of 49.96 feet, and a chord that bears S 89° 26' 38" W a distance of 62.45 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

5. THENCE, S 89° 26' 38" W along a South line of said Tract "A", a distance of 464.26 feet to a No. 4 rebar set on the Southwest corner of said Tract "A", for the Southwest corner of this tract;

6. THENCE, N 00° 33' 22" W along a West line of said Tract "A", a distance of 67.53 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract;

7. THENCE, N 55° 27' 04" W along a West line of said Tract "A", a distance of 143.41 feet to a No. 4 rebar set on the Northwest corner of said Tract "A", for the Northwest corner of this tract;

8. THENCE, N 89° 26' 38" E along a North line of said Tract "A", a distance of 104.75 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract;

9. THENCE, N 00° 33' 22" W along a line of said Tract "A", a distance of 5.54 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

10. THENCE, N 89° 26' 38" E along a North line of said Tract "A", a distance of 214.74 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract"

11. THENCE, N 00º 33' 22" W along a line of said Tract "A", a distance of 10.50 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

12. THENCE, N 89º 26' 38" E along a North line of said Tract "A", a distance of 766.22 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract;

13. THENCE, N 65º 27' 10" E along a North line of said Tract "A", a distance of 110.68 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

14. THENCE, N 89º 26' 38" E along a North line of said Tract "A", a distance of 379.20 feet to the POINT OF BEGINNING, and containing 6.008 acres of land, more or less.



I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/18/2014 UNDER MY DIRECTION AND SUPERVISION.

10/04/16

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:

EXHIBIT "A"

October 4, 2016

METES AND BOUNDS DESCRIPTION
5.935 ACRES BEING
ALL OF TRACT "B"
AURORA VALLEY PHASE 4 SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 5.935 acres situated in Hidalgo County, Texas, being all of Tract "B", Aurora Valley Phase 4 Subdivision, according to the plat thereof recorded in Instrument Number 2658607, Hidalgo County Map Records, said 5.935 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar set [Northing: 16620027.438, Eating: 1131080.519] on the Northwest corner of said Tract "B", for the Northwest corner of this herein described tract;

1. THENCE, N 89º 26' 38" E along the North lien of said Tract "B", a distance of 1,249.84 feet to a No. 4 rebar set [Northing: 16620039.569, Easting: 1132330.300] on the Northeast corner of said Tract "B", for the Northeast corner of this tract;

2. THENCE, S 08º 39' 27" W along the East lien of said Tract "B", a distance of 239.13 feet to a No. 4 rebar set on the Southeast corner of said Tract "B", for the Southeast corner of this tract;

3. THENCE, S 89º 26' 38" E along a South line of said Tract "B", a distance of 5.00 feet to a No. 4 rebar set on an outside corner of said Tract "B", for an outside corner of this tract;

4. THENCE, in a Northwesterly direction along a curve to the left, with a central angle of 150º00'00", a radius of 50.00 feet, an arc length of 130.90 feet, a tangent of 186.60 feet, and a chord that bears N 75º 33' 22" W a distance of 96.59 feet to a No. 4 rebar set on an outside corner of said Tract "B", for an outside corner of this tract;

5. THENCE, S 89º 26' 38" W along a South line of said Tract "B", a distance of 1,088.25 feet to a No. 4 rebar set on the Southernmost Southwest corner of said Tract "B", for the Southernmost Southwest corner of this tract;

6. THENCE, N 45º 33' 22" W along a line of said Tract "B", a distance of 35.36 feet to a No. 4 rebar set on the Northernmost Southwest corner of said Tract "B", for the Northernmost Southwest corner of this tract;

7. THENCE, N 00º 33' 22" W along the West line of said Tract "B", a distance of 186.04 feet to the POINT OF BEGINNING, and containing 5.935 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/18/214 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE: 10/04/16



Appraisal Report of a Neighborhood Park

(Aurora Park)

Property Location:

Aurora Valley Drive (North Side),

East of Dillon Avenue

North of Donna, Texas 78537

Prepared For:

Mr. Jaime Gonzalez, CPA, RMLO

RHODES ENTERPRISES, INC.

200 South 10th Street

McAllen, Texas 78501

Date of Report:

October 11, 2016

Aguirre & Patterson, Inc.

Real Estate Appraisal & Consulting Services

Aguirre & Patterson, Inc.

REAL ESTATE APPRAISERS
JOE W. PATTERSON, MAI, SRA

BETO R. AGUIRRE, Associate
CONNIE C. FIELDER, Associate
JOE E. CHEANEY, Associate
BILLY G. DOYLE, Associate
KIM E. RANSON, Associate
TISH KEATING, Associate
JAIME J. AGUIRRE, Associate

CHRIS THOMPSON, Associate
ELIZABETH RUBIO, Associate
IRENE B. THOMPSON, Associate
BRIAN K. PAYNE, Associate
GRISELDA GUERRERO, Associate
CAREN RAMIREZ, Associate
JULE KIRBY, Associate

October 11, 2016

Mr. Jaime Gonzalez, CPA, RMLO
RHODES ENTERPRISES, INC.
200 South 10th Street
McAllen, Texas 78501

RE: An appraisal report of a neighborhood park (Aurora Park) situated along the north side of Aurora Valley Drive, east of Dillon Road, north of Donna, Texas 78537.

Dear Mr. Gonzalez:

In accordance with your request, we submit an appraisal report of the above referenced property, which is legally described on Page 10 of the attached report. The property was inspected on October 6, 2016.

The intended use of the appraisal is to provide the appraisers' opinion of the market value estimate of the subject property as of the effective date indicated in the appraisal and according to the definitions contained in the written report and subject to the Underlying Assumptions and Limiting Conditions contained herein. This appraisal is intended to conform to the generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice.

As a result of the appraisal and analysis, it is the appraisers' opinion that the market value of the subject including contributory value of site improvements, as of October 6, 2016, is estimated to be as follows:

NINE HUNDRED AND FIFTEEN THOUSAND DOLLARS
($915,000.00)

Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable marketing period for this type of property at the market value estimated in this report to not exceed twelve to eighteen months.

Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable exposure period for this type of property at the market value estimated in this report would not have exceeded twelve to eighteen months.

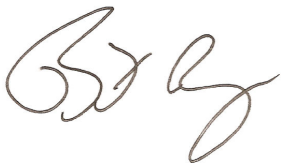
3315 NORTH MCCOLL RD. • MCALLEN, TX 78501 • (956) 686-4532 • FAX (956) 686-6011
EMAIL: JPATTERSON@AGUIRREANDPATTERSON.COM

The supporting data and the analysis and conclusions upon which this value is based are contained in the accompanying report.

Respectfully submitted,



Joe Patterson, MAI, SRA
President, TX-1321595-G



Brian K. Payne
Associate, TX-1336847-G

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CERTIFICATION

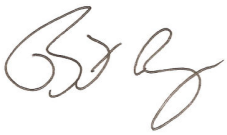
I certify that, to the best of my knowledge and belief:

- ✓ The statements of fact contained in this report are true and correct.
- ✓ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ✓ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ✓ I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ✓ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ✓ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ✓ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ✓ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- ✓ I have made a personal inspection of the property that is the subject of this report.
- ✓ No one provided significant real property appraisal assistance to the persons signing this certification.
- ✓ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- ✓ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ✓ As of the date of this report, Joe W. Patterson, MAI, SRA has completed the continuing education program of the Appraisal Institute.



Joe Patterson, MAI, SRA
TX-1321595-G

___Did_X_Did Not Physically Inspect the Property



Brian K. Payne
TX-1336847-G

_X_Did___Did Not Physically Inspect the Property

SUMMARY OF IMPORTANT DATA

TYPE PROPERTY: Neighborhood park (Aurora Park)

LOCATION: Aurora Valley Drive (north side), east of Dillon Road, north of Donna, Texas 78537

DESCRIPTION: The subject property is two slightly irregular shaped corner tracts. Tract A has approximately 6.008 acres and sits at the northwest corner of Aurora Valley Drive and Bella Vista. Tract B is 5.935 acres and sits at the northeast corner of Aurora Valley Drive and Bella Vista. Therefore, total site area is 11.943 acres. The subject is currently utilized as a neighborhood park. Site improvements include steel pavilion with two restrooms and storage room, asphalt paved parking lot, perimeter fencing, sports fields, underground irrigation, and exterior lighting. Easements appear complimentary including typical utility, irrigation and road right-of-way. Municipal water and sewer are available and connected. Electrical, telephone, internet and natural gas service are available from several providers. The Hidalgo County Sheriff's Department is responsible for police protection.

ZONING: None.

DATE OF INSPECTION/EFFECTIVE DATE OF MKT. VALUE ESTIMATE..... October 6, 2016

ESTIMATE OF MARKET VALUE INCLUDING CONTRIBUTORY VALUE OF SITE IMPS.....$915,000.00

DATE OF REPORT.....October 11, 2016

PRESENT USE: As of the effective date, the subject is a vacant land tract being utilized as a neighborhood park. The appraisers' value estimate reflects the present use.

MARKETING PERIOD: With adequate advertising, exposure and aggressive marketing, the appraisers estimate the marketing period not to exceed twelve to eighteen months. This is based primarily on marketing data presented in the Multiple Listing Service and the appraisers' knowledge of this particular submarket.

EXPOSURE PERIOD: Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable exposure period for this type of property at the market value estimated in this report would not have exceeded twelve to eighteen months.

TAXES: The subject real estate is currently assessed as land only by the Hidalgo County Appraisal District for $182,083.00 with combined tax rate of $2.4175 per $100.00 (Geographic ID Nos. A6457-04-000-000A-00 and A6457-04-000-000B-00). The annual "as is" tax burden for the subject is estimated to be $4,401.86, which appears reasonable.

OWNERSHIP HISTORY: According to the information provided, the current owner of record is Rhodes ML, Ltd. who has owned the subject in excess of three years. The subject is not currently listed for sale. No further information is known by the appraisers.

SUMMARY OF IMPORTANT DATA (continued)

TERMS: Typical terms would be 10% to 30% down; 5% to 8% interest rate; amortized over a period of 15 to 30 years; term of 3 to 30 years.

PERTINENT INFORMATION: All pertinent information was provided to the appraisers.

MARKET TRENDS: Signs of recent sales activity and increased lending indicate that the local real estate market is slowly recovering from a stagnant economic climate. This trend of slow recovery is expected to continue through 2016.

STATEMENT OF COMPLIANCE: This appraisal is intended to conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice.

STATEMENT OF COMPETENCY: The appraisers have a total of over 60 years' experience in the real estate appraisal business, which includes the appraisal of similar projects; therefore, have attained the necessary knowledge and experience to competently complete this assignment (See Qualifications).

CONTINGENCY PROVISION: The appraisers certify that their compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. Furthermore, this appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

DISCOUNTING PROCESS: The discounting process is only considered applicable when: 1) the subject is proposed construction and it is estimated that the construction will take over six months to complete; 2) the subject is partially leased and the absorption period is estimated to be more than six months; 3) the subject is being leased at other than market rent; or 4) the subject is a large project with several unsold units. The discounting process not deemed necessary in the valuation of the subject property.

FLOOD DESIGNATION: The appraisers are not experts in determining the flood zone designation for the subject. No responsibility is assumed on our part for accurately determining the subject's flood zone. If an official survey or flood designation certificate is not provided, the appraisers estimate flood designation based on available FEMA flood maps and/or recorded subdivision maps. Because some of the information may be inconclusive, the appraisers' opinion of value is predicated on the assumption that the flood zone indicated herein is correct. According to FIRM Panel No. 480334 0425 C, revised November 16, 1982, the subject is located within flood zone "C", which is not a special flood hazard area requiring additional insurance.

CENSUS TRACT: According to the U.S. Geological Survey Department, the subject is located in Census Tract 235.15, Hidalgo County.

INCOME PROPERTY PROVISION: Not applicable; the subject of this appraisal is primarily vacant land. Vacant land is not typically held for its income producing potential.

SUMMARY OF IMPORTANT DATA (continued)

PERSONAL PROPERTY: This appraisal does not include personal property or furniture, fixtures, and equipment (FF&E).

DATA SOURCES: Sources used in investigating comparable sales and rental data include local multiple listing services, lenders, realtors, deed records, builders, developers, title companies, individuals and other appraisers.

STATEMENT CONCERNING DISABILITIES ACT: The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

ENVIRONMENTAL DISCLAIMER: No apparent environmental hazards were observed during the onsite inspection. However, the appraisers are not qualified to detect the existence of or cost to cure environmental contamination. The value estimated in this report is predicated on the assumption that no such condition exists.

PROPERTY INSPECTION DISCLAIMER: The appraisers are not licensed property inspectors. An inspection conducted by an appraiser is not the equivalent of an inspection by an inspection professional such as a structural engineer or a licensed property inspector. The extent of the appraiser's inspection process is an aspect of the scope of work, and may vary based on assignment conditions and the intended use of the assignment results. The appraiser's inspection is limited to those things readily observable without the use of special testing or equipment. The Appraiser has inspected as far as possible, by observation, the improvements and land; however, it was not possible to personally observe conditions beneath the soil or other hidden components. No representations are made herein as to these matters unless specifically stated and considered in the report.

PREFACE

An appraisal is a type of research into the laws of probabilities with respect to real estate transactions. The Insurance Industry can reliably predict that out of so many exposures a certain number of losses will occur. They, of course, cannot predict the exact insured on which this loss will fall. The appraiser can predict the general real estate market with much greater certainty than he can the value of a specific piece of property.

The appraiser who estimates market value of a particular property is merely stating his opinion of what such property most likely will bring in dollars if it is exposed for sale on the open market allowing a reasonable time for buyers to inspect and investigate before making their offers.

Through the appraiser's education, training, experience, and integrity he is able to relate how sellers and buyers have acted in the past into a forecast of how they most likely will act to the particular property in question. Because each particular property is different and unique, he must by necessity make adjustments in making comparisons to arrive at his final conclusions.

An appraisal does not necessarily set the price to be paid. It should be used to form a basis of negotiation between owner and prospective purchaser or between lender and borrower or between condemnor and condemnee.

This appraisal is not guaranteed. It cannot be proven. If the property brings the estimated value herein, or if a mortgage is predicated thereon, or if a settlement is made as a result of such estimated value, it merely means the parties concerned agreed with the appraiser. The parties may disagree and this does not disprove the estimated value. It merely means a difference of opinion.

Prices paid and awards made often reflect sentiment, compassion, sympathy, bias, politics, personal interest, specific needs, lack of understanding and other factors not considered by the impartial appraiser. The final opinion of value is the result of a professional opinion and analysis of a considerable quantity of physical and economic facts. The methods used in the analysis are explained in the appraisal report. The reader is invited to draw his own conclusions in the event of a difference of interpretation of the facts within the report.

This appraisal is made subject to certain basic assumptions, definitions and limiting conditions. These should be read by the reviewer.

PREMISES OF THE APPRAISAL

Identification of the Property

The subject property is situated along the north side of Aurora Valley Drive, east of Dillon Road, north of Donna, Texas 78537. The legal description as provided by the client is as follows:

> A tract of land containing 6.008 acres situated in Hidalgo County, Texas, being all of Tract "A", Aurora Valley Phase 4 Subdivision, according to the plat thereof recorded in Instrument Number 2658607, Hidalgo County Map Records, said 6.008 acre tract also being more particularly described in the Addendum of this report (see Exhibit "A").
>
> A tract of land containing 5.935 acres situated in Hidalgo County, Texas, being all of Tract "B", Aurora Valley Phase 4 Subdivision, according to the plat thereof recorded in Instrument Number 2658607, Hidalgo County Map Records, said 5.935 acre tract also being more particularly described in the Addendum of this report (see Exhibit "A").

Property Rights Appraised

This appraisal requires that the ownership of the subject property include all rights to title that may be legally owned. Such ownership is termed "fee simple" and said ownership is the property rights appraised in this report, excluding oil, gas and other mineral rights and subject to easements of record.

Intended Use of the Appraisal

The intended use of this appraisal is for counseling purposes.

Intended User of the Appraisal

The intended user of the appraisal is Rhodes Enterprises, Inc. and/or assigns.

Scope of the Appraisal

The appraisers performed an appraisal report of the subject property for Rhodes Enterprises, Inc. as our client in compliance with the minimum reporting requirements set forth in Standards Rule 2-2(a) of the current 2016-2017 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP) for an appraisal report. The appraisers physically inspected the subject property on October 6, 2016, which included photographs of the subject property and access streets; analyze subject property data such as demographics, supply and demand, property size, location, and zoning; and performed a highest and best use analysis of the subject property. Two

approaches to value were found to be relevant to the assignment, the Sales Comparison Approach (vacant land) and the Cost Approach (site improvements). This approach includes research and analysis of comparable land sales, construction costs, depreciation, and profit. The data was analyzed and correlated and the conclusions and opinion of market value presented.

Market Value Defined

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

[1] The Office of the Comptroller of Currency 12 C.F.R., Part 34, Subpart C-1 Appraisals 34-42 Definition (g); and, the Code of Federal Regulations, Title 12, Chapter III, Subchapter B, Sect. 323.2(g)

LIMITING CONDITIONS AND ASSUMPTIONS

By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value indication for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

1. LIMIT OF LIABILITY:
The liability of the Patterson firm and employees and affiliated independent contractors is limited to the client only and to the fee actually received by appraiser (total per appraisal). Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements of any type in such suit, regardless of outcome, client will hold Appraiser completely harmless in any such action.

2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:
Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only.

The Bylaws and Regulations of the American Institute of Real Estate Appraisers of the National Association of Realtors require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of appraiser. (See last item following this list for client agreement-consent).

3. CONFIDENTIALITY:
This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The appraiser and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the American Institute of Real Estate Appraisers or the Society of Real Estate Appraisers as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. TRADE SECRETS:
This appraisal was obtained from Aguirre and Patterson, Inc. or related companies and/or its individuals or related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4). Notify the Appraiser(s) signing report or an officer of Aguirre and Patterson, Inc., of any request to reproduce this appraisal in whole or part.

5. INFORMATION USED:
No responsibility is assumed for accuracy of information furnished by work of or work by others, the client, his designee, or public records. We are not liable for such information as the work of possible subcontractors. Be advised that some of the people associated with Aguirre and Patterson, Inc. and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds to the subject property.

6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:
The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. EXHIBITS:
The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose as of the date of the photos. Site plans are not surveys unless shown from separate surveyor.

8. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL:
The appraiser and/or firm have no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to

be correct as used in this report as furnished by the client, his designee, or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance), and such. The lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials, which would render it more or less valuable. The appraiser and firm have no responsibility for any such conditions or for any expertise of engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the conditions of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment, which is assumed standard for subject age and type.

If the Appraiser has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraiser has no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

9. LEGALITY OF USE:

The appraisal is based on the premise that, there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

10. COMPONENT VALUES:
The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

11. AUXILIARY AND RELATED STUDIES:
No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

12. DOLLAR VALUES, PURCHASING POWER:
The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

13. INCLUSIONS:
Furnishings and equipment or personal property of business operations except as specifically indicated and typically considered as part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

14. PROPOSED IMPROVEMENTS, CONDITIONED VALUE:
Improvements proposed, if any, on or off-site, as well as any repairs required are considered, for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected.

15. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:
The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as the market and value is naturally dynamic.

The "Estimate of Market Value" in the appraisal report is not based on whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate is subject to change if physical or legal entity or financing is different than that envisioned in this report.

16. MANAGEMENT OF THE PROPERTY:
It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor super-efficient.

17. CONTINUING EDUCATION CURRENT:
The Appraisal Institute conducts a voluntary program of continuing education for its designated members; MAI and SRA Designates who meet the minimum standards of this program are awarded periodic educational certification and; MAI(s) signing the report is/are currently under this program.

18. FEE:
The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. Amount or payment of fee for services is not contingent on any result, approval amount or other estimates or statements.

19. INSULATION AND TOXIC MATERIALS:
In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea-formaldehyde foam insulation, and/or the existence of toxic material or waste, or other environmental hazards, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. We urge the user of this report to retain an expert in this field if desired. If such is present, the value of the property may be adversely affected and, therefore, must be reappraised at additional cost.

20. REVIEW:
Unless otherwise noted herein, named review Appraiser of/from Aguirre and Patterson, Inc. has reviewed the report only as to general appropriateness of technique and format, and has not necessarily inspected the subject or market comparable properties.

21. CHANGES, MODIFICATIONS:
The Appraisers and/or officers of Aguirre and Patterson, Inc., reserve the right to alter statements, analysis, conclusions or any value estimate in the appraisal if there becomes known to us facts pertinent to the appraisal process, which were unknown to us, when the report was finished.

22. FHLBB REGULATIONS:
Federal Home Loan Bank Board has special requirement for appraisals to be used by Savings and Loan Associations for some types of loans; this appraisal is not intended to be used for such unless specifically stated otherwise in the report. Any additional research, analysis, and report writing may be undertaken at a later date upon client request at additional fee for time and costs.

23. AFTER TAX ANALYSIS AND/OR VALUATION:
Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or estimating possible returns on investment at an assumed value or price paid; note that the

Appraiser(s) does not claim expertise in tax matters and advises client and any other using the appraisal to seek competent tax advice as the Appraiser is in no way to be considered a tax advisor or investment advisor.

24. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT BY CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS. APPRAISER LIABILITY EXTENDS ONLY TO STATED CLIENT, NOT SUBSEQUENT PARTIES OR USERS OF ANY TYPE, and the total liability of appraiser and firm is limited to the amount of fee received by Appraiser.

DONNA CITY ANALYSIS

General Overview

The City of Donna is located in Hidalgo County, which is part of the Lower Rio Grande Valley of Texas. The city is located halfway between Brownsville and Rio Grande City on U.S. Highway 83. Donna enjoys all the same natural resources, physical attributes, agricultural and commercial trends that the rest of the Lower Rio Grande Valley experiences.

Population Data & Growth Statistics

According to the 2010 U.S. Census Bureau, the population of Donna was 15,798, which is a growth of approximately 7.0 percent from the 2000 population of 14,768. This growth is behind that of Hidalgo County as a whole, which expanded from 569,463 people in 2000 to 774,769 as of 2010, an increase of 36.1%. Hidalgo County leads the valley in overall population growth.

Employment Activity & Sources

Donna obtains its primary sources of income from farming, agricultural related activities and tourism, primarily during the winter months. The main crops are winter and summer vegetables, cotton, grain, sugar cane, and citrus. The major employers of the city are government related, including the local school system, produce and citrus shippers, and canning plants.

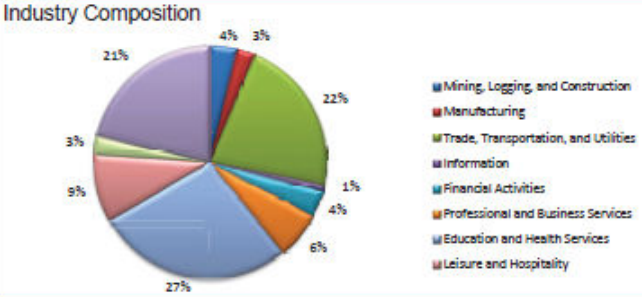
Unemployment figures are not available for the City of Donna. The rate of unemployment for Hidalgo County, according to the Texas Employment Commission as of August 2016 was 8.4%, which is considerably higher than the State of Texas rate of 5.0% for the same period.

In general, unemployment rates for Hidalgo County have traditionally been higher than the state average. Donna lies in the McAllen-Edinburg-Mission MSA. The following information from the Texas Workforce Commission Labor Market provides a snapshot of the economic activity and progress in the area:

McAllen - Edinburg - Mission MSA — August 2016

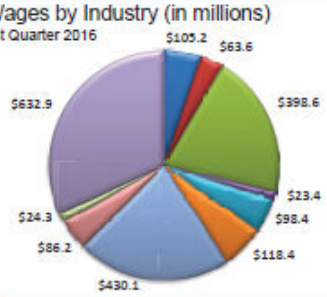
(Hidalgo)

Industry Composition



Wages by Industry (in millions)

1st Quarter 2016



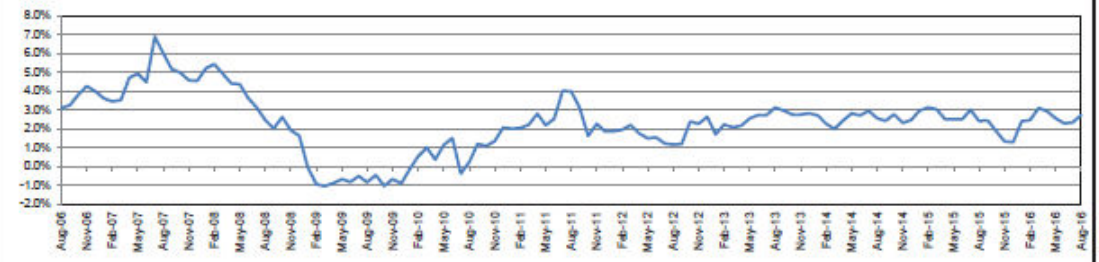
Employment by Industry

	Aug-16	Jul-16	Aug-15	Monthly Change Actual	Monthly Change %	Annual Change Actual	Annual Change %
Total Nonfarm	252,300	249,100	245,600	3,200	1.3%	6,700	2.7%
Mining, Logging, and Construction	9,500	9,300	9,100	200	2.2%	400	4.4%
Manufacturing	6,400	6,400	6,500	0	0.0%	-100	-1.5%
Trade, Transportation, and Utilities	55,000	54,700	54,700	300	0.6%	300	0.6%
Information	2,300	2,300	2,300	0	0.0%	0	0.0%
Financial Activities	9,300	9,300	9,000	0	0.0%	300	3.3%
Professional and Business Services	16,200	16,100	15,600	100	0.6%	600	3.9%
Education and Health Services	69,400	68,500	65,700	900	1.3%	3,700	5.6%
Leisure and Hospitality	23,800	23,800	22,900	0	0.0%	900	3.9%
Other Services	6,500	6,500	6,300	0	0.0%	200	3.2%
Government	53,900	52,200	53,500	1,700	3.3%	400	0.8%

Industry Size Class — March 2016

Size Class	Employees per firm	Number of Firms	Employment in Size Class	% Total Employment
9	1000+	28	74,959	30.1%
8	500-999	38	24,282	9.7%
7	250-499	87	29,992	12.0%
6	100-249	223	33,748	13.5%
5	50-99	314	21,722	8.7%
4	20-49	881	26,300	10.5%
3	10-19	1,258	16,860	6.8%
2	5-9	1,860	12,339	4.9%
1	1-4	4,316	9,225	3.7%
0	0	769	0	0.0%
Total		9,774	249,427	100.0%

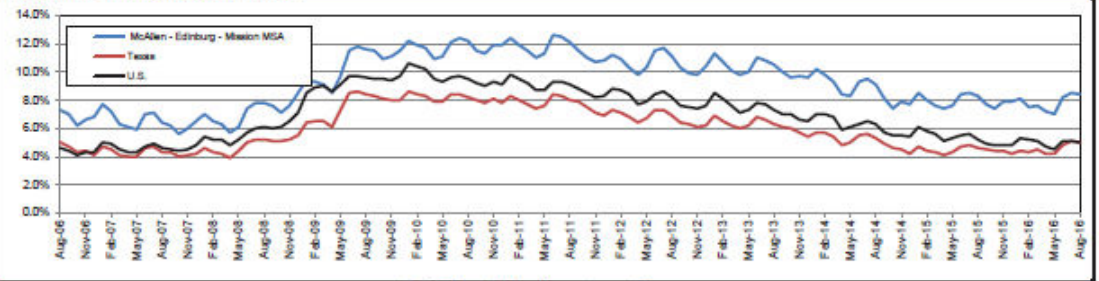
Annual Growth Rate for Total Nonagricultural Employment



Unemployment Information (all estimates in thousands)

	McAllen - Edinburg - Mission MSA C.L.F.	Emp.	Unemp.	Rate	Texas (Actual) C.L.F.	Emp.	Unemp.	Rate	United States (Actual) C.L.F.	Emp.	Unemp.	Rate
Aug-16	338.3	309.9	28.3	8.4	13,378.9	12,709.7	669.2	5.0	159,800.0	151,804.0	7,996.0	5.0
Jul-16	335.4	306.8	28.6	8.5	13,386.1	12,706.6	679.4	5.1	160,705.0	152,437.0	8,267.0	5.1
Aug-15	328.5	301.4	27.1	8.3	13,047.6	12,447.6	600.0	4.6	157,390.0	149,228.0	8,162.0	5.2

Historical Unemployment Rates



Available at http://www.tracer2.com

Transportation

U.S. Expressway 83 and U.S. Business Highway 83 are the two major highways serving Dona. U.S. Business 83 runs east and west through the business section of town and connects with Weslaco to the east and Alamo to the west. U.S. Expressway 83 allows easy and quick access to other Valley towns. Recently, U.S. Expressway 83 became Interstate Highway 2. Streets inside the city limits of Donna are paved and maintained by the city.

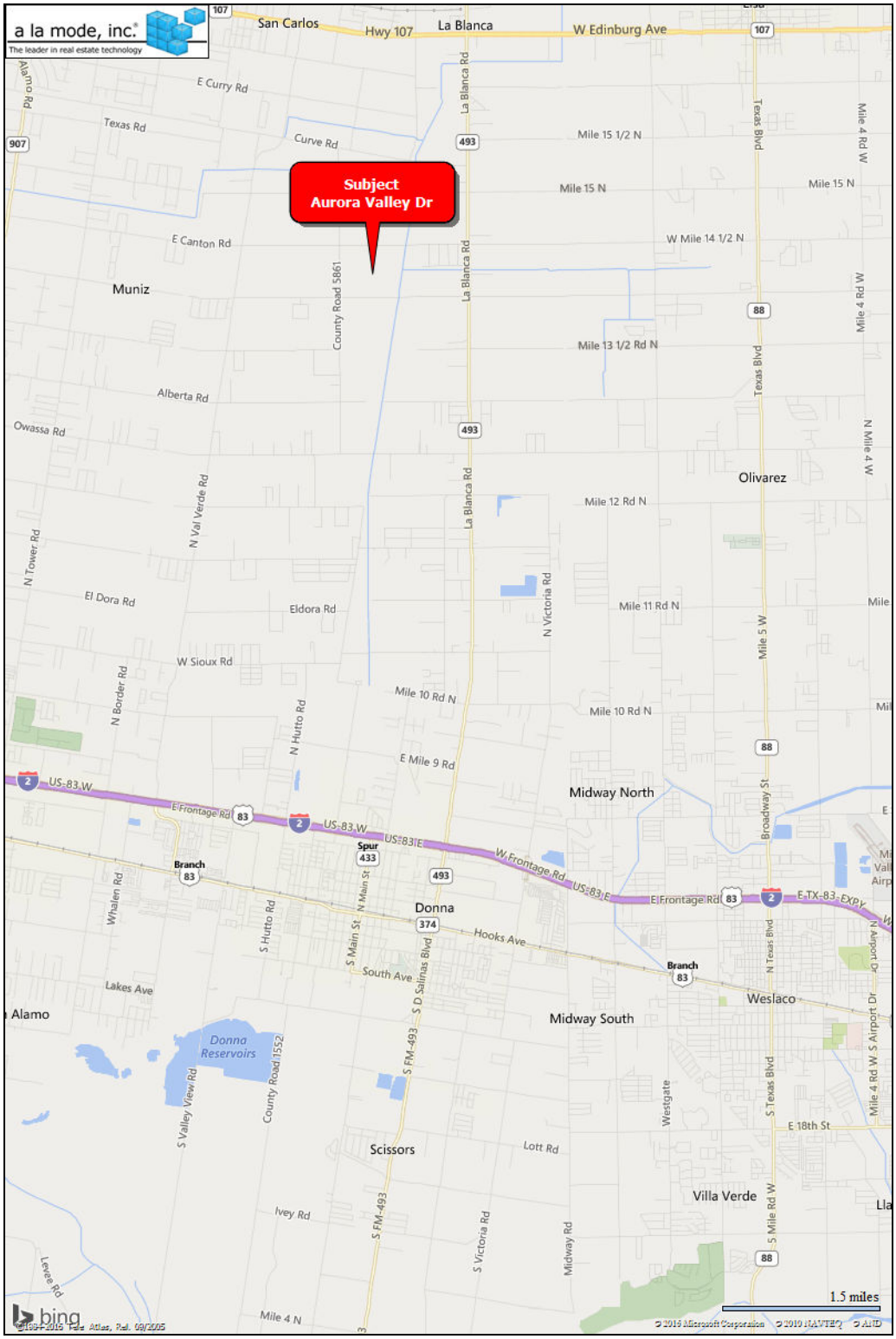
City Government & Public Utilities

Donna's city government is formed with a mayor and city commissioners, all of which are elected at large. A city manager, which is a non-elected official, provides the day-to-day leadership of the city government. The City of Donna is the supplier of city water and sewer services, and Southern Union Gas Company is the gas supplier and distributor for the area. Electrical and telephone services are readily available from several different suppliers.

Summary

In review, the City of Donna should continue to prosper and grow in relation to the county as a whole. Current growth statistics demonstrate the largest increasing population for the mid Valley area. The City may soon receive bridge revenues from a new international bridge connecting Donna with the City of Rio Bravo in Tamaulipas, Mexico. The population of Rio Bravo is estimated to be between 150,000 and 200,000 people. All of these factors indicate a growing community and a generally favorable financial picture.

DONNA CITY MAP



SUBMARKET ANALYSIS

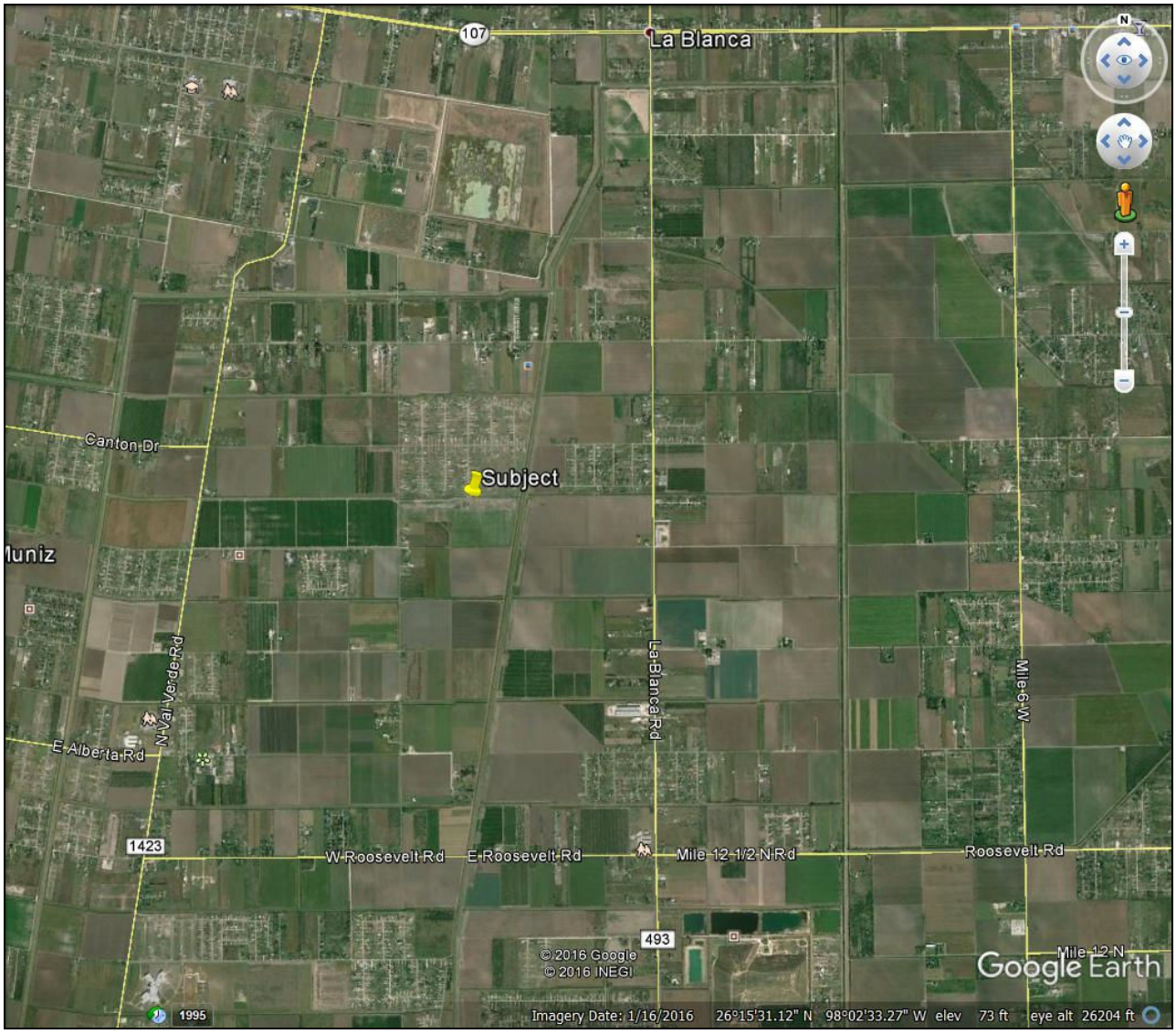
According to the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Third Edition, a submarket is a division of a total market that reflects the preferences of a particular set of buyers and sellers. The submarket is considered to be bound by SH 107 on the north, Mile 6 West Road on the east, Roosevelt Road on the south and Val Verde Road on the west. The submarket lies in the semi-rural area north of Donna and Weslaco in eastern Hidalgo County, Texas.

FM 493 bisects the submarket and serves as a primary north/south artery for the City of Donna in the southern portion of the submarket. SH 107 extends eastward from Edinburg serving as a primary east/west thoroughfare for the submarket and connecting the smaller towns along its' path such as La Blanca, Edcouch, Elsa and Santa Rosa. Mile 6 West Road is a secondary north/south artery for the submarket. To the south, Mile 6 West Road becomes Westgate Drive in the City of Weslaco. Roosevelt Road serves the submarket as a secondary east/west feeder that runs concurrently with Mile 12 ½ North Road. Val Verde Road, a secondary north/south corridor, provides access to Donna south of the submarket. A network of paved feeders provides additional access to and through the submarket.

The submarket is characterized by commercial development in the northern portion of the submarket, near the intersection of SH 107. To the south, the land use pattern becomes more commercial in nature in close proximity to the Expressway. This commercial development is backed by residential development and vacant land. Much of the vacant land within the submarket is currently utilized for agriculture purposes. Common agricultural uses in the submarket include CRP tracts, grass pastures, row-crops and citrus orchards. The area is approximately 10-15% built up.

The market decline witnessed in 2009 appears to have reduced new development; however, the decline appears to have leveled off and there is improving activity within the submarket area. Market indicators are for continued growth and positive demand resulting from continued population growth. Current market indicators are for continued growth and activity for the remainder of 2016 and beyond.

SUBMARKET MAP



NOTE: Dated image. Not taken at time of inspection.

SITE ANALYSIS

The subject is comprised of two slightly irregular shaped adjacent corner tracts situated along the north side of Aurora Valley Drive, east of Dillon Road, north of Donna, Texas 78537. The two tracts combine to form a neighborhood park known locally as Aurora Park. According to information provided by the client, Tract "A" has 6.008 acres and sits at the northwest corner of Aurora Valley Drive and Bella Vista. Tract "B" lies at the northeast corner of Aurora Valley Drive and Bella Vista enjoying approximately 5.935 acres. Therefore total site area is 11.943 acres. There are open irrigation canals along the north and east boundaries of the subject site. Easements appear complimentary including typical road, utility, and irrigation right-of-way.

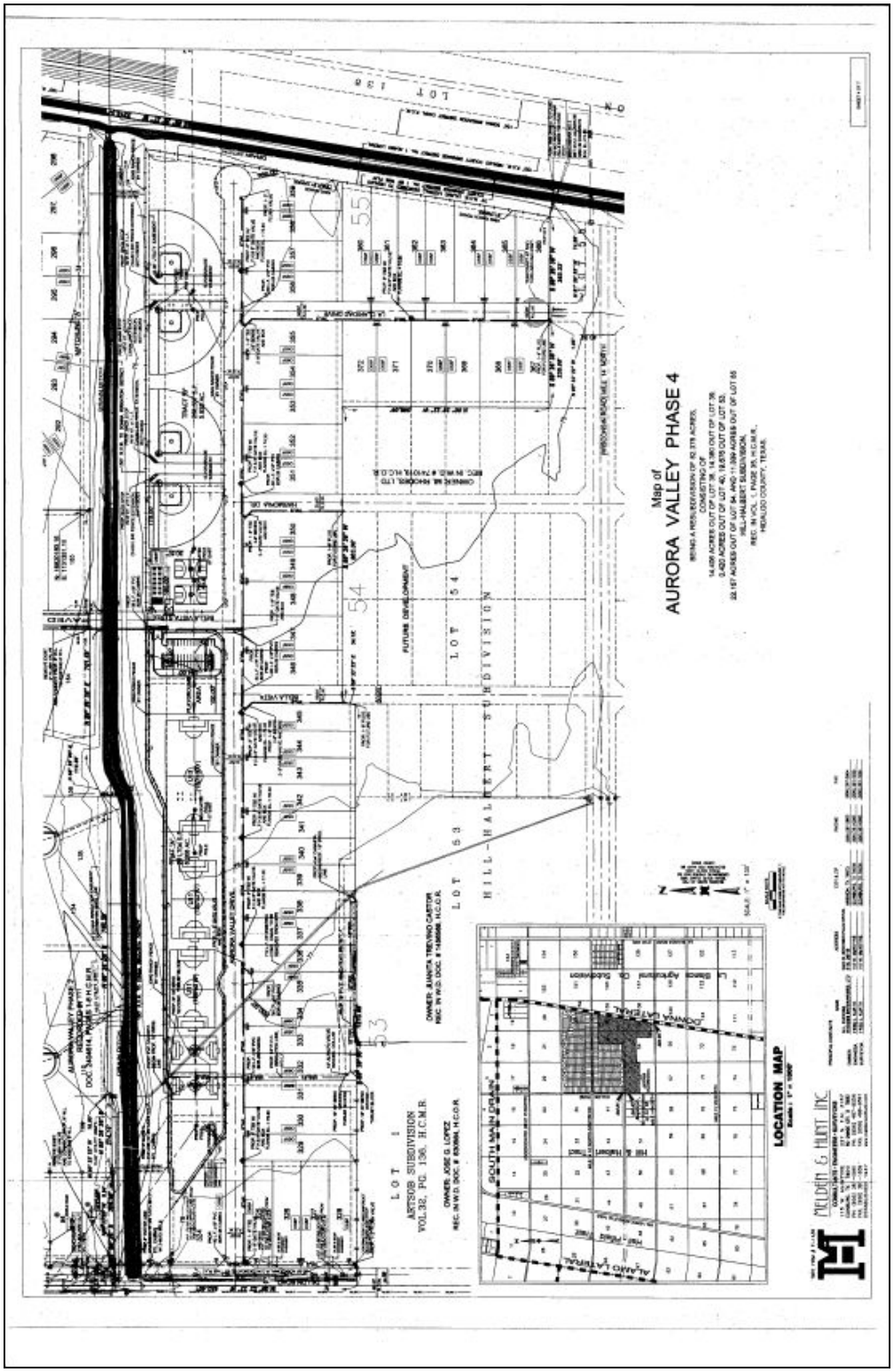
The subject is not bound by zoning restrictions. The surrounding land use pattern Aurora Valley Drive is primarily single-family residential in nature including finished homes and vacant residential lots awaiting future development. There are no known deed restrictions pertaining to site development. We have performed no survey, legal or engineering analysis of the property. It is assumed that the legal description and area computations furnished are accurate.

The subject is currently vacant land that appears basically level and planted in grass. There is a set of overhead power lines that traverse the entire subject east/west. There is a steel pavilion located at the northwest corner of Tract "B" with a concrete slab foundation. The majority of the pavilion is open with concrete picnic tables. Two concrete block restrooms and a storage room lie at the west end of the pavilion. Other site improvements include 5' chain link perimeter fence with access gates, underground irrigation, asphalt paved parking lot, and exterior lighting. The green area will be used for sports fields including the following; four (4) baseball/softball fields; two (2) basketball courts; five (5) soccer fields; and a playground area.

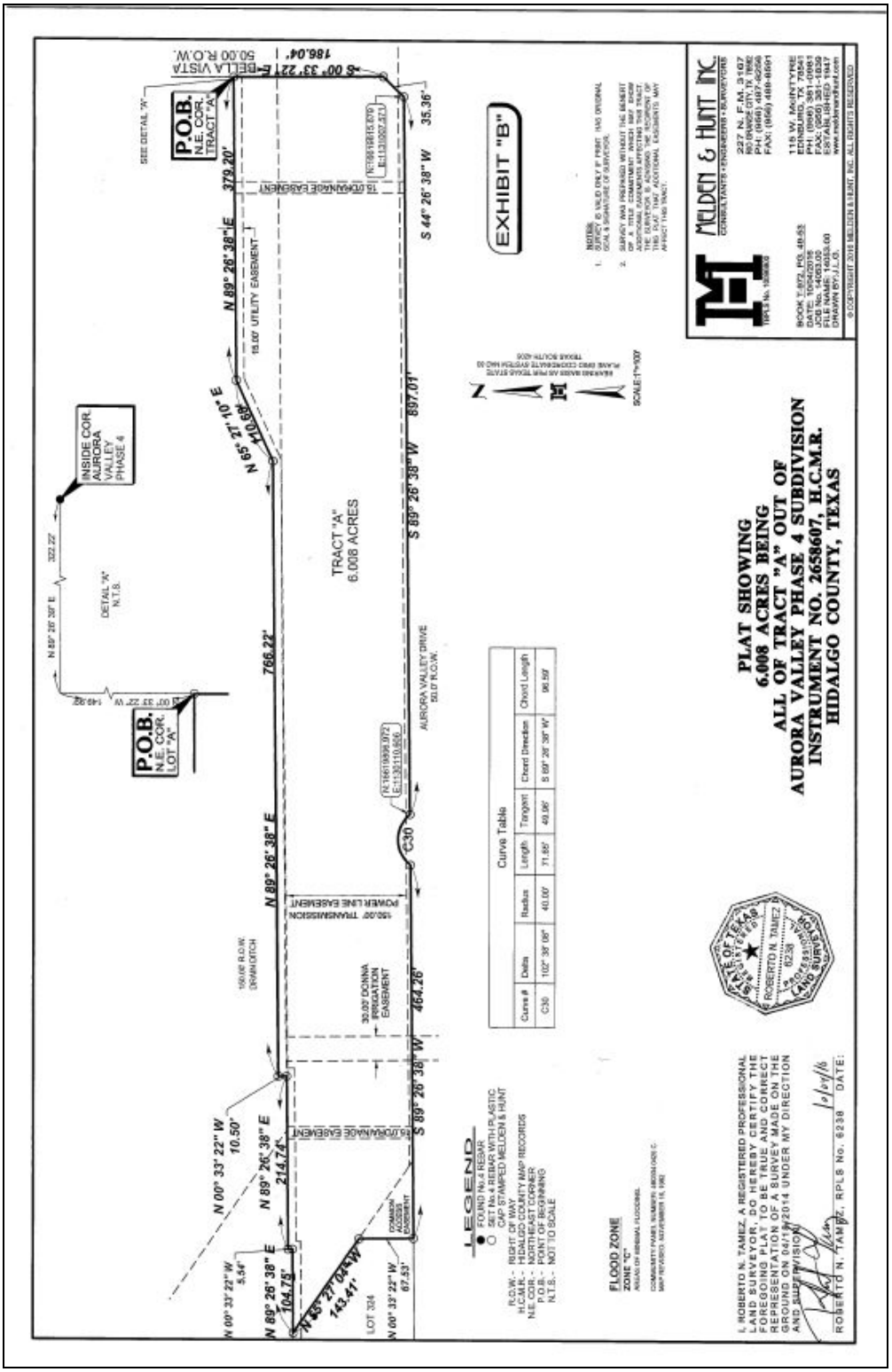
The subject site has good access and exposure from Aurora Valley Drive and Bella Vista, which are asphalt paved, undivided feeder at the subject site. Surface drainage appears good and the subject is basically level. Municipal water and sanitary sewer are available and connected to the site. Electrical, natural gas, and telephone service are available from several suppliers. The Hidalgo County Sherriff's Department provides police protection.

Soil conditions appear favorable with no apparent hazards or nuisances, which would adversely affect marketability. The overall tract appears to be generally level. According to FIRM #480334 0425 C, dated November 16, 1982, the subject appears to be located within Flood Zone "C", which is not a FEMA special flood hazard area requiring additional insurance. The census tract is 235.15, map reference Hidalgo County.

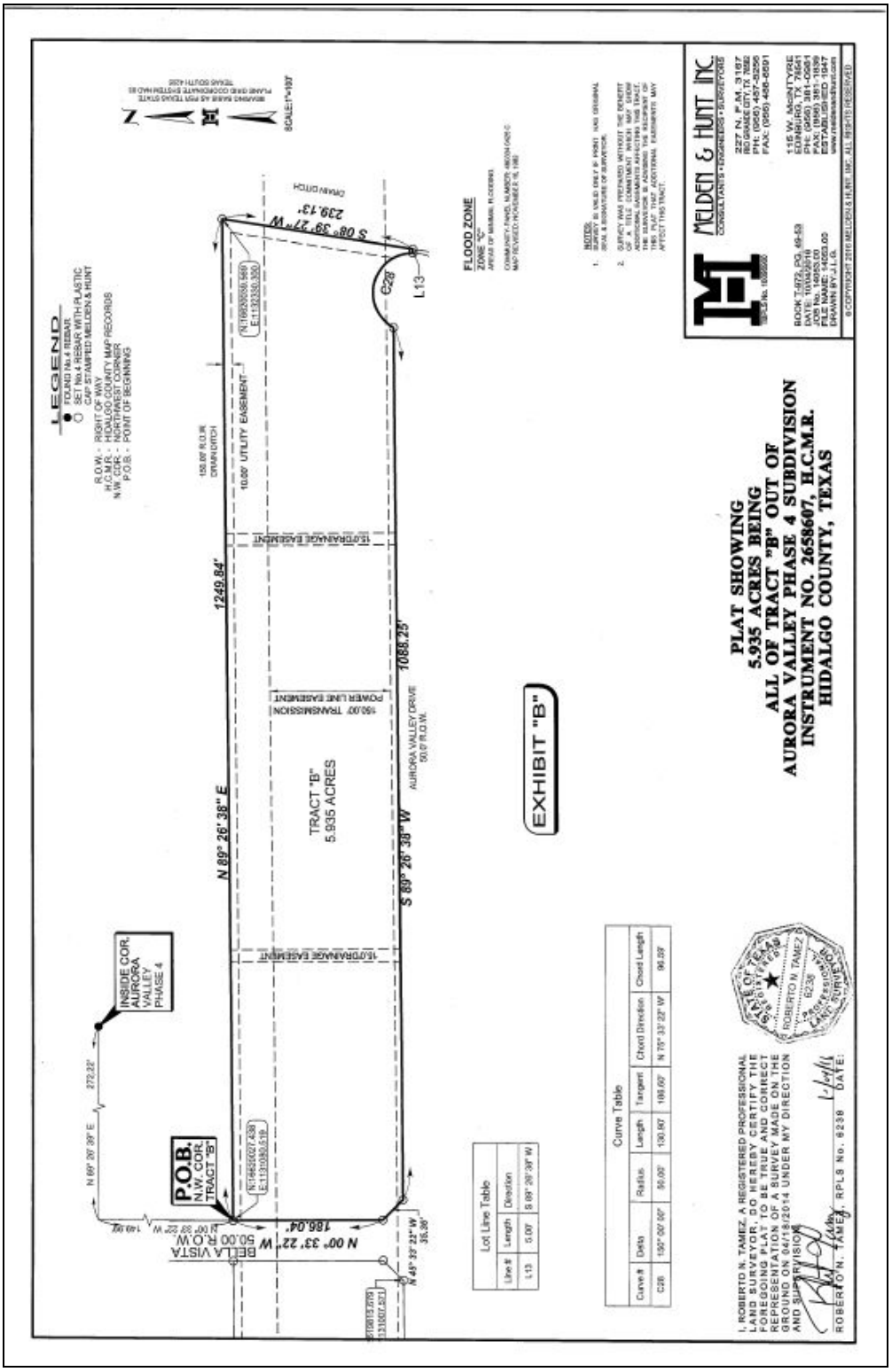
SUBDIVISION PLAT



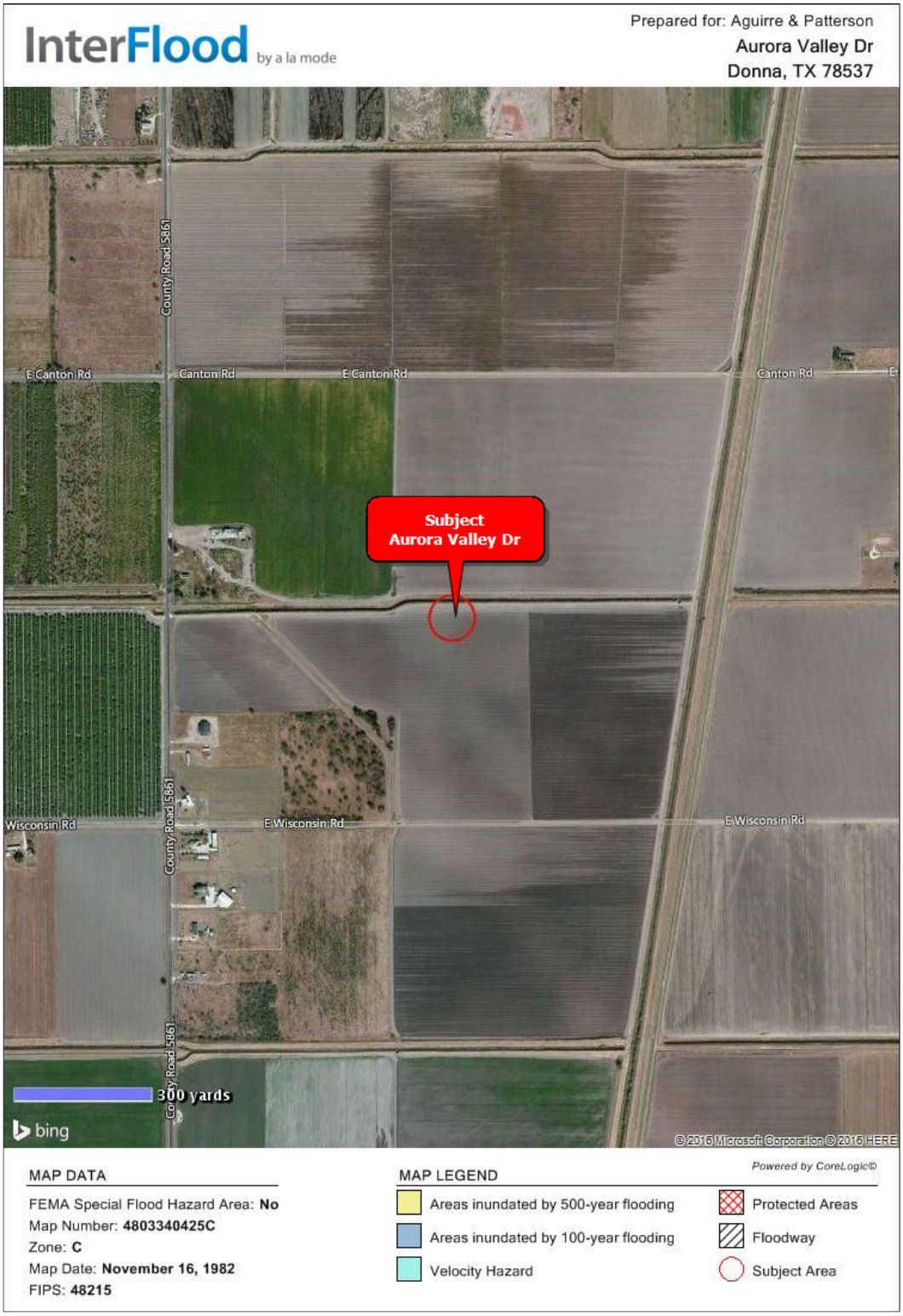
SURVEY – TRACT "A"



SURVEY – TRACT "B"



SUBJECT FLOOD MAP



SUBJECT PHOTOGRAPHS

Looking west across Tract “A”



Looking east across Tract “B”



Pavilion



SUBJECT PHOTOGRAPHS (continued)

Parking lot



Looking east along Aurora Valley Drive, subject on left



Looking south along Bella Vista, Tract "A" on right and Tract "B" on left



ANALYSIS AND STATEMENT OF HIGHEST AND BEST USE

Definition and Scope

Highest and best use may be defined as "the reasonable and probable legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value."[2] The theoretical focus of highest and best use analysis is on the potential uses of the land as though vacant. In practice, however, the contributory value of the existing improvements and any possible alteration of those improvements are also important in determining highest and best use and, by extension, in developing an opinion of the market value of the property.

The first definition applies specifically to the highest and best use of land or site as though vacant. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use may represent an interim use, which begins with the land value for the new highest and best use and adds the contributory value of the current improvements until the new highest and best use can be achieved.

An additional implication is that the determination of highest and best use results from the appraiser's judgment and analytical skill. The use determined from analysis represents an opinion, not a fact to be found. In appraisal practice the concept of highest and best use represents the premise upon which value is based.

The first type of highest and best use - highest and best use of land or a site as though vacant - assumes that a parcel of land is vacant or that it can be made vacant through the demolition of any improvements. The question to be answered in the analysis of this type of highest and best use is; if the land is (or was) vacant, what use should be made of it? That is, what type of building or other improvements (if any) should be constructed on the land? When a property's highest and best use can reasonably be forecast to change in the near future, the prevailing highest and best use is considered an interim use. For instance, the highest and best use of a farm in the path of urban growth would be interim use as a farm, with its future highest and best use as a potential residential subdivision. In certain cases, an appraiser's conclusion is that the highest and best use of a parcel of land is to be held vacant until price appreciates.

[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, Page 93

The second type of highest and best use - highest and best use of a property as improved - pertains to the use that should be made of the property, as it exists. Should a 30-year-old hotel building be maintained as it is, renovated, expanded, partly demolished, or any combination of these? Or should it be replaced with a use different in type or intensity? The use that maximizes the investment property's net operating income (NOI) on a long-term basis is its highest and best use.

Application

Highest and best use analysis builds on the conclusions of market/marketability analysis. The analysis of the land as though vacant focuses on alternative uses, with the appraiser testing each reasonably probable use for 1) legally permissibility 2) physically possibility, 3) financially feasibility, and 4) maximally productivity. In contrast, the appraiser applies the four tests in the analysis of the property as improved, but the focus is not on alternative uses but on three possibilities: continuation of the existing use, modification of the existing use, or demolition and redevelopment of the land. These criteria should usually be considered sequentially; it makes no difference that a use is financially feasible if it is physically impossible to construct an improvement or if such a use is not legally permitted. Only when there is a reasonable possibility that one of the prior unacceptable conditions can be changed is it appropriate to proceed with the analysis.[3].

1) Legally Permissible: There is no known deed or contractual restriction. The subject is not bound by zoning restrictions. The surrounding land use pattern includes residential development.

2) Physically Possible: The subject contains approximately 11.943 acres of site area. This size provides adequate space for residential use. The site has good access and exposure via Aurora Valley Drive and Bella Vista. The subject is generally level and there are no readily observable detrimental topography or sub-soil conditions. Municipal water and sanitary sewer are connected to the site. Police and fire protection are provided by the Hidalgo County Sheriff's Department. Telephone service, internet service, natural gas, and electrical service are available in the immediate area from several providers. Easements appear complimentary including typical road, utility and irrigation right-of-way.

[3] Appraisal Institute, *The Appraisal of Real Estate*, Thirteenth Edition, 2008,

3) Financially Feasible: All of the uses considered physically possible and legally permissible are also considered financially feasible. The amount of net income, which can be produced, should exceed the combined operating expenses, financial expenses, and capital amortization. Based on the previous criteria, residential use is expected to produce positive returns and is regarded as financially feasible.

4) Maximally Productive: Among the financially feasible uses, the use that provides the highest rate of return, or value, is the highest and best use. The appraisers estimate the maximally productive use of the site is residential use.

Highest & Best Use - As Vacant and As Improved

Based upon the preceding discussion, the appraisers estimate that the highest and best use of the entire subject site "as vacant" and "as improved" is for residential use.

APPRAISAL PROCESS

An appraisal is an estimate of value; it is an opinion of value. Its accuracy depends on the basic competence and integrity of the appraiser and on the soundness and skill by which he processes the data. The professional appraiser seeks current facts and seeks to be practical. The appraiser's opinion must be without bias. As with other types of "markets" the real property appraiser does not make the market, but rather interprets the market.

The three classic approaches to value, namely the Cost Approach, the Income Approach, and the Sales Comparison Approach, each discussed separately below, are all comparative approaches in that the basic data comes from direct comparisons in the market, indirect comparisons in the market, and/or the appraiser's judgment which is based on market experience.

In the Cost Approach, the cost to reproduce the property at the date of the appraisal, less an appropriate allowance for depreciation (physical deterioration, functional obsolescence, and economic obsolescence) is made by market comparisons of cost and depreciation. When the value of the land is added, a good measure of the overall property value is realized. This approach is used to estimate the contributory value of site improvements.

In the Income Approach, the projected operating experience is estimated from comparable market data. Gross rental schedules, vacancy and collection losses, fixed expenses, operating expenses, and reserves are estimated and result in an estimate of net income. This net income is converted to an estimate of value by a capitalization process. The capitalization rate (interest rate and recapture rate) is based on demonstrated rates found in the market. The method and technique of capitalization is determined by the nature of the property in the market. Vacant land is seldom purchased or sold for its' income producing potential; therefore, the Income Approach is not considered applicable in this appraisal.

In the Sales Comparison Approach, the subject property is compared to sales of similar properties. The sales are analyzed to bring out similar characteristics to common denominators. Such common denominators may include number of units, number of rooms, square feet, front feet or a gross rent multiplier. Where necessary, adjustments are made to allow for differences of date of sale, location, size of property, and other factors. This is a viable method of valuation for primarily vacant land tracts.

SALES COMPARISON APPROACH

Definition and Scope

"In the sales comparison approach, the appraiser develops an "In the sales comparison approach, the appraiser develops an opinion of value by analyzing closed sales, listings, or pending sales of properties that are similar to the subject property. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. Estates of market rent, expenses, land value, cost, depreciation, or other value parameters may be derived in the other approaches to value using comparative techniques. Similarly, conclusions derived in the other approaches are often analyzed in the sales comparison approach to estimate the adjustments to be made to the sale prices of comparable properties.

"In the sales comparison approach, an opinion of market value is developed by comparing properties similar to the subject property that have recently sold, are listed for sale, or are under contract (i.e., for which purchase offers and a deposit have been recently submitted). A major premise of the sales comparison approach is that an opinion of market value of a property can be supported by studying the market's reaction to comparable and competitive properties."[4]

Steps in Applying the Sales Comparison Approach

In order to establish an indication of market value for the subject property, an orderly process takes place allowing the appraiser to carefully analyze the data gathered and form this data into an indication of market value for the property being appraised. This analysis follows a logical sequence whereby:

1. The appraiser finds properties similar to the subject for which sales, listings, contracts are available.

2. Comparable sales are qualified by the appraiser when he confirms the price, terms, motivation, or authenticity of each comparable.

3. Each comparable is then compared to the subject property giving consideration to the time of sale, location influences, and physical characteristics.

4. Each comparable is then evaluated and adjusted as being more, less, or equal in value to the subject property, based on each of the three broad classifications mentioned in Paragraph #3.

[4] Appraisal Institute, *The Appraisal of Real Estate*, Thirteenth Edition, 2008, Pg. 297.

5. After comparing the comparable sales to the subject property and making adjustments for any major dissimilarities, each comparable will then indicate a probable selling price. From these indicated values a final value estimate will be correlated.

Comparable Data

In selecting the comparable sales, the appraiser must identify comparable sales that have the same highest and best use as the subject; the comparable sales should be the most recent and similar to the subject; and, the data must be verified as "arms-length" transactions. The following data are considered the most recent and comparable "arms-length" transactions that are available to the appraisers:

SALES COMPARISON APPROACH (continued)

Land Comparable #1

Type Property: Speculative development land tract

Location: FM 2812 (north side), east of US Expressway 281, north of Edinburg, Texas

Date of Sale: April 2015

Consideration: $200,000.00

Financing: Cash to Seller

Unit Price: $14,631.00 per acre

Description: An irregular shaped inside tract of vacant land last used for agriculture purposes (citrus orchard); site dimensions not provided, approximately 13.67 net acres of site area; not bound by zoning, highest and best use estimated to be speculation for future residential development while utilizing for agricultural purposes consistent with the surrounding land use pattern; vacant land at time of sale; does not appear to be located in a special flood zone; originally listed for $200,000.00, approximately 62 days on market.

Legal Description: 14.34 acres gross, more or less, out of Lots 4 and 5, Block 2, Santa Cruz Gardens No. 2 Subdivision, Hidalgo County, Texas.

Grantor: Charles H. Keilers

Grantee: GARCO, Ltd.

Confirmation: Agent (Navica MLS #247182789)

Recording: Document Number 2605499, Hidalgo County Deed Records

Land Comparable #2

Type Property: Speculative development land tract

Location: Southwest corner of Val Verde Road and Canton Road, north of Donna, Texas

Date of Sale: March 2015

Consideration: $510,000.00

Financing: Conventional

Unit Price: $14,003.00 per acre

Description: An irregular shaped corner tract of vacant land last used for agriculture purposes (citrus orchard); site dimensions not provided, approximately 36.42 net acres of site area; not bound by zoning, highest and best use estimated to be speculation for future residential development while utilizing for agricultural purposes consistent with the surrounding land use pattern; vacant land at time of sale; does not appear to be located in a special flood zone; originally listed for $800,000.00, approximately 302 days on market.

Legal Description: 36.421 acres net, more or less, out of Block 45, Hall Fifield Subdivision, Hidalgo County, Texas.

Grantor: Interstate & Dillon Partnership

Grantee: RHTJ Properties, Ltd.

Confirmation: Agent (Navica MLS #247174929)

Recording: Document Number 2594545, Hidalgo County Deed Records

Land Comparable #3

Type Property: Speculative development land tract

Location: Southwest corner of Cesar Chavez Road and Mile 17 North Road, east of Edinburg, Texas

Date of Sale: May 2015

Consideration: $157,500.00

Financing: Cash to Seller

Unit Price: $18,863.00 per acre

Description: A basically rectangular shaped corner tract of vacant land last used for agriculture purposes (citrus orchard); 290' x 1,270', approximately 8.43 net acres of site area; not bound by zoning, highest and best use estimated to be speculation for future residential development while utilizing for agricultural purposes consistent with the surrounding land use pattern; vacant land at time of sale; does not appear to be located in a special flood zone; originally listed for $179,000.00, approximately 465 days on market.

Legal Description: The North ½ of the North ½ of Block 250, Texas Mexican Railway Company's Subdivision, Hidalgo County, Texas.

Grantor: Hilario Nino, Jr.

Grantee: GARCO, Ltd.

Confirmation: Agent (Navica MLS #247172228)

Recording: Document Number 2608353, Hidalgo County Deed Records

Land Comparable #4

Type Property: Speculative development land tract

Location: Mile 4 ½ West Road (east side), north of Sugar Cane Drive, north of Weslaco, Texas

Date of Sale: Active Listing

Consideration: $100,000.00

Financing: Not Applicable

Unit Price: $22,173.00 per acre

Description: A rectangular shaped inside tract of vacant land last used for agriculture purposes (citrus orchard/row crops); 165' x 1,191', approximately 4.51 net acres of site area; not bound by zoning, highest and best use estimated to be speculation for future residential development while utilizing for agricultural purposes consistent with the surrounding land use pattern; does not appear to be located in a special flood zone; originally listed for $100,000.00, approximately 210 days on market.

Legal Description: The North 165 feet of the South 330 feet Excluding 100' x 165' of Farm Tract 92 AKA Tract 2, West Tract Subdivision, Hidalgo County, Texas.

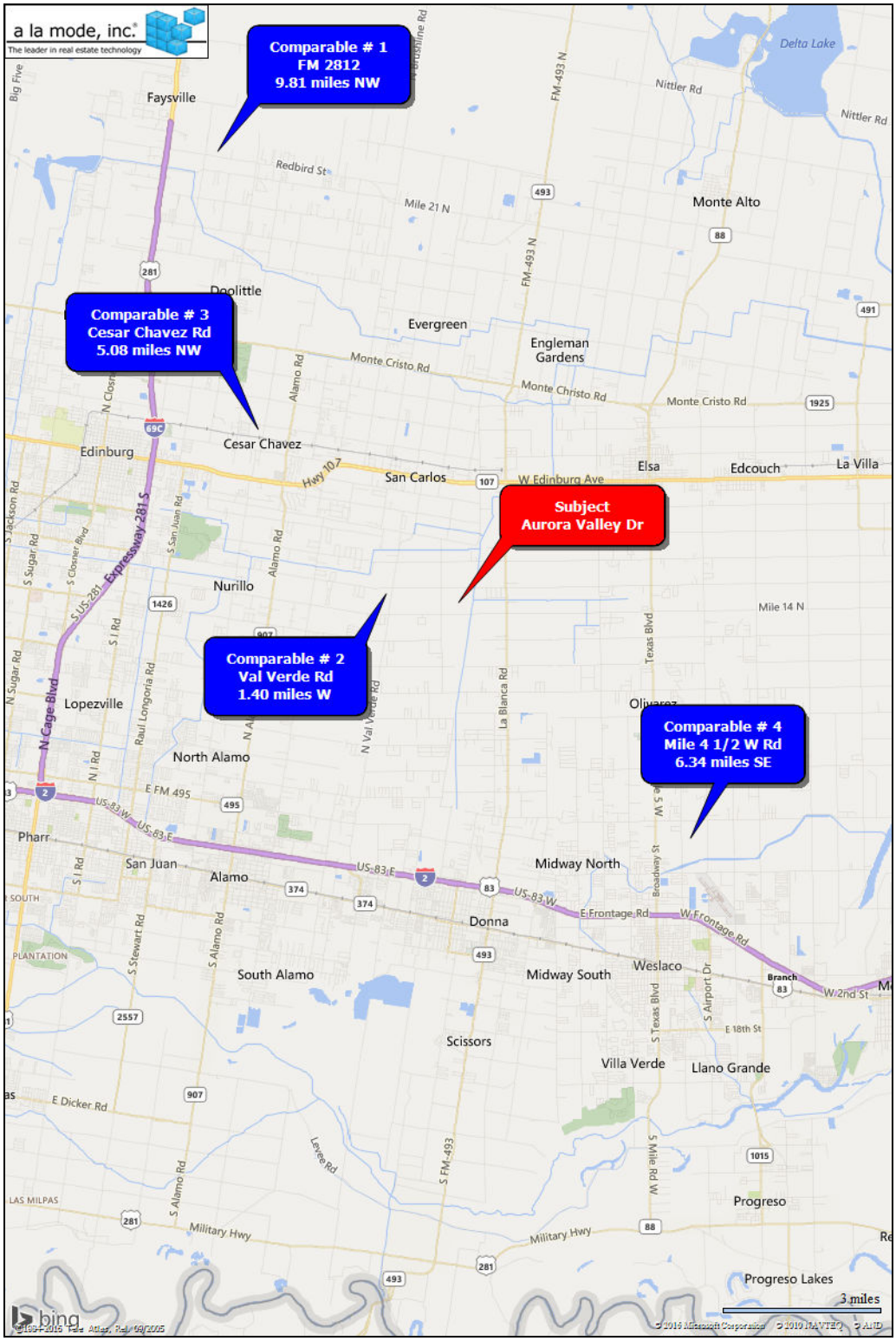
Grantor: Francisco Gomez

Grantee: Not Applicable

Confirmation: Agent (Navica MLS #247192402)

Recording: Not Applicable

COMPARABLE SALES MAP



SALES COMPARISON APPROACH (continued)

Comparable Adjustment Grid

Adjustment	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Sale Price		$200,000	$510,000	$157,500	$100,000
Price/Acre		$14,631	$14,003	$18,683	$22,173
Financing Terms		Cash	Conv	Cash	NA
		0%	0%	0%	0%
Conditions of Sale		Arms	Arms	Arms	Arms
		Length	Length	Length	Length
		0%	0%	0%	0%
Market Conditions		Apr-15	Mar-15	May-15	Active
		0%	0%	0%	0%
Adjusted Price/Acre		$14,631	$14,003	$18,683	$22,173
Location	Aurora Valley	FM 2812	Val Verde Rd	Cesar Chavez	Mile 4 1/2
	Donna	Edinburg	Donna	Edinburg	Weslaco
		0%	0%	0%	0%
Total Area	11.943	13.67	36.42	8.43	4.51
		0%	15%	-5%	-10%
Utilities	Avail	Avail	Avail	Avail	Avail
		0%	0%	0%	0%
Use	Park	Res/Ag	Res/Ag	Res/Ag	Res/Ag
		0%	0%	0%	0%
Net Adjustments		0%	15%	-5%	-10%
Adj. Value per Acre		$14,631	$16,104	$17,749	$19,956

Adjusted Range: $14,631.00 to $19,956.00 per acre.

Explanation of Adjustments

The comparable land sales presented represents the best available data. The appraisers searched extensively for sales of vacant land tracts being utilized as citrus orchards in the rural areas surrounding Donna. Three closed sales and an active listing were discovered as a result of that search. Financing terms are disclosed as conventional and cash to seller, which are considered typical financing terms for land sales in the market area so no adjustments are made. All of the comparable sales are understood to be "arm's length" transactions. The sales occurred in the in the past two years with no discernible change in sales prices in that time period.

The subject and Comparable Sale #2 front secondary feeders north of Donna. Comparable Sales #1 and #3 front secondary feeders east of Edinburg and Comparable #4 lies north of Weslaco. No adjustments are made for location. Size differences are based on the market phenomenon that smaller tracts typically command higher unit values (+/- 10% for doubling). The subject and comparable sales are considered similar in terms of usage (residential development). Therefore, no adjustments are made for usage. Adjustments are not based strictly on paired analysis but are rather tempered by the appraisers' knowledge of the subject market area.

Conclusion-Site Valuation

The three comparable sales presented produce the following adjusted values for the subject:

Comparable #1 ---------- $14,631.00 per acre

Comparable #2 ---------- $16,104.00 per acre

Comparable #3 ---------- $17,749.00 per acre

Comparable #4 ---------- $19,956.00 per acre

Greatest weight of consideration is accorded Comparable Sale #3 (most recent sale) with a unit value of $17,750.00 per acre deemed reasonable (as rounded). The market value of the subject is developed below:

Subject:						
	11.943	AC @	$17,750.00	/ac =	$	211,988.25

Site Improvements

The subject is improved with a pavilion and site improvements including underground irrigation, fencing, exterior lighting, paved parking, etc. Cost figures were provided by the client and a summary is noted as follows:

Aurora Park
Improvement Costs
Thru 10/6/2016

Category	Amount
Land--11.9ac @ $17,500	$ 209,002.50
Water, Sewer, Drainage & Paving Improvements	$ 472,461.62
Park Improvements	$ 186,770.44
Water Rights	$ 17,550.00
MVEC lights	$ 26,471.51
	$ 912,256.07

The cost figures provided by the client were verified through Marshall's Valuation Service cost manual as well as conversations with local builders, developers, realtors, etc. Greatest weight is accorded the actual cost figures provided by the client.

The total market value estimate of the subject park is developed below:

Subject:						
	11.943	AC @	$17,750.00	/ac =	$	211,988.25
		Plus Site and Park Improvements			+	703,253.57
		TOTAL MARKET VALUE ESTIMATE			$	915,241.82
			ROUNDED TO		$	915,000.00

CORRELATION

In appraising the type of site represented by the subject, the appraisers have determined that the Sales Comparison Approach is the only viable method of valuation. In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have recently sold, are listed for sale, or are under contract (i.e., recently drawn up purchase offers accomplished by a cash equivalent deposit). A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of the comparable, competitive properties. Three comparable sales and an active listing are presented and after adjustments indicate a value of $915,000.00, which includes contributory value of site improvements.

CERTIFICATE OF VALUE

It is the appraisers' opinion that the market value of the subject property, including contributory value of site improvements, as of October 6, 2016, is estimated as follows:

NINE HUNDRED AND FIFTEEN THOUSAND DOLLARS

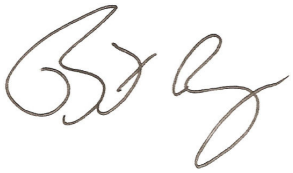
($915,000.00)

Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable marketing period for this type of property at the market value estimated in this report to not exceed twelve to eighteen months.

Based upon the appraisers' analysis of past events assuming a competitive and open market, the appraisers estimate a reasonable exposure period for this type of property at the market value estimated in this report would not have exceeded twelve to eighteen months.



Joe Patterson, MAI, SRA
President, TX-1321595-G



Brian K. Payne
Associate, TX-1336847-G

ADDENDUM

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: **TX 1321595 G**

Issued: **12/22/2015** Expires: **12/31/2017**

Appraiser: **JOSEPH WILLIAM PATTERSON III**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

QUALIFICATIONS OF THE APPRAISER
JOSEPH W. PATTERSON, III

State Licensing and Certification

Licensed and certified by the State of Texas as a General Real Estate Appraiser: License Number TX-1321595-G (Date of Issue: December 22, 2015 and Date of Expiration: December 31, 2017)

Professional Designations

Member of Appraisal Institute with MAI and SRA Designations

Education

Bachelor of Business Administration from Baylor University, Waco, Texas

Graduate Study at Baylor University Law School, Waco, Texas

Continuing Education in Real Estate and Appraising at University of Houston, University of North Carolina, San Diego University, University of Colorado, University of Illinois, Mills College (Oakland), and University of Texas Pan American

Professional Affiliations

Member of the McAllen Board of Realtors
Member of the Texas Association of Realtors
Member of the National Association of Realtors

Professional Offices Held

President of Rotary Club of McAllen, Texas, Chapter #2076, 1996-1997

President of the Society of Real Estate Appraiser, Rio Grande Valley, Chapter #144 – 1983-1984

Board of Directors of the Society of Real Estate Appraiser, Waco, Texas, Chapter #145 – 1975-1977

Board of Directors of the Society of Real Estate Appraiser, Rio Grande Valley, Chapter #144 – 1976-1991

Board of Directors of the American Institute of Real Estate Appraisers, South Texas Chapter #29 – 1986-1991

Teaching Experience

Instructor for Real Estate Appraising and Real Estate Law at Hill Junior College, Hillsboro, Texas

Substitute Instructor for Real Estate Principle, Real Estate Law, Real Estate Finance, Real Estate Appraising and Business

Professional Experience

Joe Patterson began his appraisal experience in 1971 as an independent appraiser with Smith Real Estate Association in Waco, Texas for five years. He was also a staff appraiser for First Federal Savings and Loan Association in Waco, Texas for one year. He then associated himself with D.U. Buckner, a local MAI, for seven years as an independent fee appraiser. In 1986 he opened his own office, J.W. Patterson and Associates, and currently covers the Rio Grande Valley area from his McAllen office.

QUALIFICATIONS OF THE APPRAISER (continued)
JOSEPH W. PATTERSON III

As an appraiser for the past 44 years, he has worked on the following types of properties: single family residences, duplexes, apartments, manufacturing properties, shopping centers, discount houses and supermarkets, hospitals, hotels and motels, funeral homes, restaurants, developments, churches, schools, medical clinics, warehouses, banks, farms, ranches, bowling alleys, convention centers, grain elevators, gins, condominium projects, food processing plants, civilian airport facilities, and "FIRREA" affordable housing program. Other assignments include partial taking, eminent domain, easements, and partial interests.

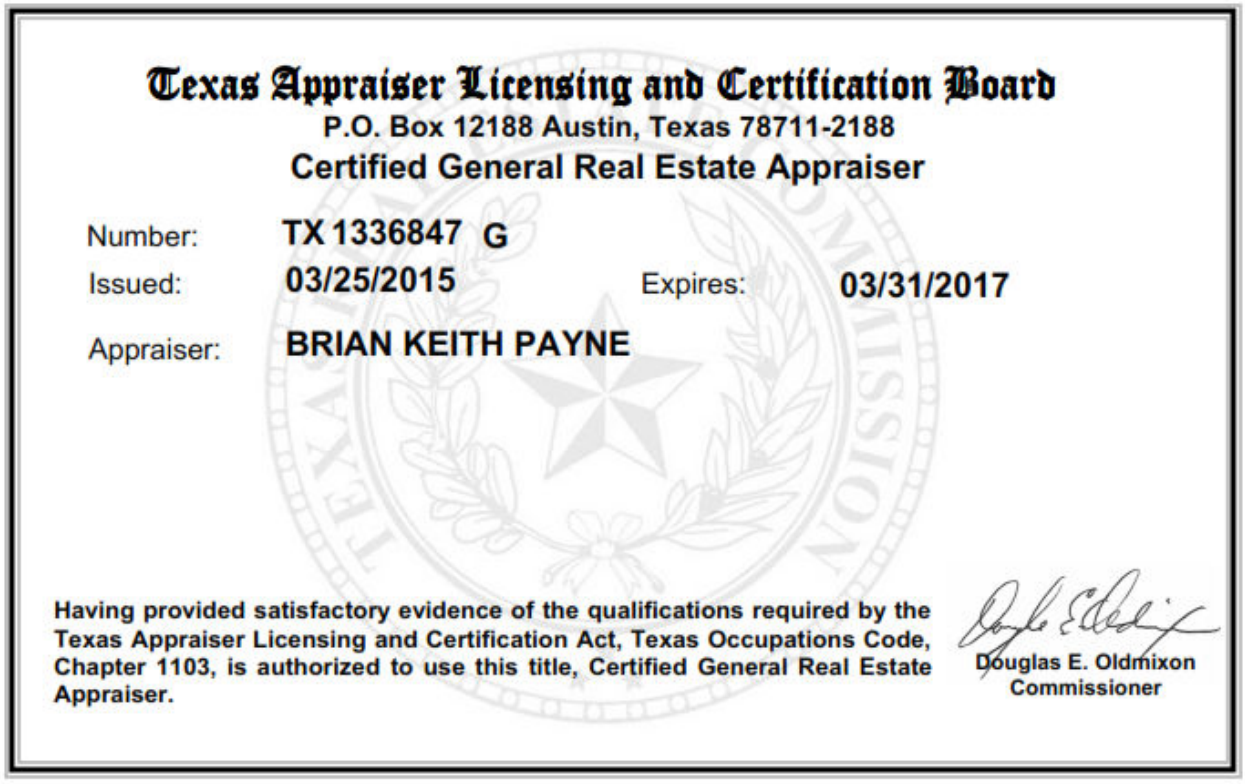
Joe has also served as the guest speaker and lecturer for numerous local service clubs, professional organizations and schools, including University of Texas Pan American.

Recently Completed Course Studies

USPAP Update 2014/2015, No. 101, offered by the Columbia Institute, Austin, Texas, October 30, 2015
Real Estate Principals, offered by 003FreeMCEhours on line, February 19, 2015
TREC Ethics MCE, offered by 003FreeMCEhours on line, February 3, 2015
TREC Legal Update MCE , offered by 003FreeMCEhours on line, January 16, 2015
USPAP Update 2012/2013, No. 101, offered by the Columbia Institute, Austin, Texas, January 18, 2013
Appraising in a Depressed Market, No. 125, offered by the Columbia Institute, Austin, Texas, January 16, 2013
Interagency Rules of Banks and Credit Unions, No. 011, offered by the Columbia Institute, Austin, Texas, January 15, 2013
Write It Right, No 148, offered by the Columbia Institute, Austin, Texas, January 17, 2013
Online Appraisal Curriculum Overview – Residential, offered by the Appraisal Institute, January 14, 2013,
Online Business Practices and Ethics, offered by the Appraisal Institute, December 12, 2012
Report Writing-the UAD, No. 120, offered by the Columbia Institute, Harlingen, Texas, August 2, 2011
The Mortgage Loan System, No. 015, offered by the Columbia Institute, Harlingen, Texas, August 1, 2011
Practice of Appraisal Review – FHA Protocol, No. 145, offered by the Columbia Institute, Harlingen, Texas, February 2011
USPAP Update 2010-2011, No. 101, offered by the Columbia Institute, Harlingen, Texas, March 2011
USPAP Update No. 101, September 2009
Identifying Relevant Characteristics Course 019 – The Columbia Institute, Sept. 2009
FHA Today Course 114 – The Columbia Institute, March 2009
Fannie Mae Today Course 116 – The Columbia Institute, March 2009
Basic Appraisal Principles, The Appraisal Institute, North Texas Chapter, May 2007
Scope of Work and Appraiser Due Diligence, No. 36, The Columbia Institute, April 2007
USPAP Update No. 101, The Columbia Institute, April 2007
Fundamental of Appraisal Review No. 105, The Columbia Institute, April 2007
FHA, the URAR & the 1025 No. 104, The Columbia Institute, April 2007
Business Practices and Ethics, The Appraisal Institute, February 2007

QUALIFICATIONS OF THE APPRAISER (continued)
JOSEPH W. PATTERSON III

Uniform Standards of Professional Practice, USPAP Update, The Appraisal Institute, Houston Chapter, September 2005
Litigation Skills for this Appraiser, The Appraisal Institute Houston Chapter, Sept. 2005
Ethics & Special Purpose Properties, The Appraisal Institute, September 2005
Appraising from Blueprints and Specifications, The Appraisal Institute Online Continuing Education Program, Chicago, Illinois, February, 2005
Uniform Standards of Professional Practice, USPAP Update, The Appraisal Institute North Texas Chapter, June 2003
Small Hotel/Motel Valuation, the Appraisal Institute Online Continuing Education Program, Chicago, Illinois, November 2002
Appraisal Procedures, The Appraisal Institute, Daniels College of Business, Denver, Colorado, August, 2002
Techniques of Appraisal Review, The Columbia Institute, Course #108, October 2001
Residential Appraisal Update, The Columbia Institute, course #117, October 2001
Standards of Professional Practice, Part C, The Appraisal Institute, September 2001
GIS and Appraising, The Appraisal Institute, Austin, Texas, August, 1999
1999 FHA Appraisal Rules #119, The Columbia Institute, September 1999
Standards of Professional Practice, Part C, The Appraisal Institute, September 1999
Comprehensive Examination Prep, the Appraisal Institute, February 1998



Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: **TX 1336847 G**

Issued: **03/25/2015** Expires: **03/31/2017**

Appraiser: **BRIAN KEITH PAYNE**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

QUALIFICATIONS OF THE APPRAISER (continued)
BRIAN K. PAYNE

State Licensing and Certification

Licensed and certified by the State of Texas as a General Real Estate Appraiser: License Number TX-1336847-G (Date of Issue: March 25, 2015; Date of Expiration: March 31, 2017)

Education

Bachelor of Arts in Speech Communication with a Minor in Business Management from Texas A&M University, College Station, Texas: May 1997.

Continuing Education in Real Estate Appraising at the Appraisal Institute, the Lincoln Graduate Center, the Columbia Institute, Lon Morris College, and the University of Houston-Clear Lake.

Professional Experience

Brian Payne has been associated with Aguirre & Patterson, Inc. from November 2001 to the present. As an independent appraiser, Mr. Payne has gained valuable experience appraising various types of properties throughout the Rio Grande Valley. The following is a list of the types of properties Mr. Payne has appraised: manufacturing properties, shopping centers, supermarkets, hospitals, hotels and motels, restaurants, storage buildings, office buildings, nursing homes, gasoline stations, taverns, land developments, churches, schools, medical clinics, warehouses, banks, farms, ranches, convention centers, condominium projects, and food processing plants. Other assignments include partial taking, eminent domain, easements, and partial interests.

Recently Completed Course Studies

2014-2015 7-hour National USPAP Update Course, offered by McKissock, February 25, 2015
2-4 Family Finesse, offered by McKissock, February 4, 2015
REO and Foreclosures, offered by McKissock, September 18, 2014
Residential Appraisal Review, offered by McKissock, September 17, 2014
Introduction to Legal Descriptions, offered by McKissock, August 25, 2014
Even Odder – More Oddball Appraisals, offered by McKissock, March 21, 2013
Essential Elements of Disclosures and Disclaimers, offered by McKissock, March 7, 2013
Mold, Pollution and the Appraiser, offered by McKissock, March 6, 2013
Land and Site Valuation, offered by McKissock, March 5, 2013
2012-2013 7-Hour USPAP Update Course, offered by McKissock, February 26, 2013
Online Eminent Domain and Condemnation, offered by the Appraisal Institute, March 14, 2011
USPAP Update, No. 101 (2010/2011), offered by the Columbia Institute, March 1, 2011
Practice of Appraisal Review – FHA Protocol, No. 145, offered by the Columbia Institute, February 28, 2011
Online Cool Tools: New Technology for Real Estate Appraisers, offered by the Appraisal Institute, June 3, 2010
FHA, the URAR, & the 1025, No. 104, offered by the Columbia Institute, April 7, 2008
Survey of the Cost Approach, No. 106, offered by the Columbia Institute, April 8, 2008
Scope of Work & Appraiser Due Diligence, No. 036, offered by the Columbia Institute, October 1, 2007
USPAP Update, No. 101, offered by the Columbia Institute, October 2, 2007
Basic Appraisal Principles, offered by the Columbia Institute, January 19, 2007
Residential Report Writing and Case Studies, offered by the Columbia Institute, September 15, 2006
Farm & Land Appraisal, offered by the Lincoln Graduate Center, November 11, 2005

QUALIFICATIONS OF THE APPRAISER (continued)
BRIAN K. PAYNE

Investment Analysis for Appraisers, offered by Lon Morris College, April 4, 2005
Income Property Valuation II, offered by Lon Morris College, April 4, 2005
Income Property Valuation I, offered by Lon Morris College, March 8, 2005
Appraising Residential Properties, offered by Lon Morris College, March 24, 2004
Uniform Standards of Professional Appraiser Practice, USPAP Update, offered by Computaught/Career Webschool, March 8, 2005
Real Estate Appraisal, offered by the University of Houston-Clear Lake, March 3, 2003
Uniform Standards of Professional Appraiser Practice, USPAP Update, offered by Computaught/Career Webschool, March 19, 2003

EXHIBIT "A"

October 4, 2016

METES AND BOUNDS DESCRIPTION
6.008 ACRES BEING
ALL OF TRACT "A"
AURORA VALLEY PHASE 4 SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 6.008 acres situated in Hidalgo County, Texas, being all of Tract "A", Aurora Valley Phase 4 Subdivision, according tc the plat thereof recorded in Instrument Number 2658607, Hidalgo County Map Records, said 6.008 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar set on the Northeast corner of said Tract "A", for the Northeast corner of this herein described tract;

1. THENCE, S 00° 33' 22" E along the East line of said Tract "A", a distance of 186.04 feet to a No. 4 rebar set on the Northernmost Southeast corner of said Tract "A", for the Northernmost Southeast corner of this tract;

2. THENCE, S 44° 26' 38" W along a line of said Tract "A", a distance of 35.36 feet to a No. 4 rebar set [Northing: 16619815.679, Easting: 1131007.571] on the Southernmost Southeast corner of said Tract "A", for the Southernmost Southeast corner of this tract;

3. THENCE, S 89° 26' 38" W along a South line of said Tract "A", a distance of 897.01 feet to a No. 4 rebar set [Northing: 16619806.972, Easting: 1130110.606] on an outside corner of said Tract "A", for an outside corner of this tract;

4. THENCE, in a Southwesterly direction along a curve to the left, with a central angle of 102°38'08", a radius of 40.00 feet, an arc length of 71.65 feet, a tangent of 49.96 feet, and a chord that bears S 89° 26' 38" W a distance of 62.45 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

5. THENCE, S 89° 26' 38" W along a South line of said Tract "A", a distance of 464.26 feet to a No. 4 rebar set on the Southwest corner of said Tract "A", for the Southwest corner of this tract;

6. THENCE, N 00° 33' 22" W along a West line of said Tract "A", a distance of 67.53 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract;

7. THENCE, N 55° 27' 04" W along a West line of said Tract "A", a distance of 143.41 feet to a No. 4 rebar set on the Northwest corner of said Tract "A", for the Northwest corner of this tract;

8. THENCE, N 89° 26' 38" E along a North line of said Tract "A", a distance of 104.75 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract;

9. THENCE, N 00° 33' 22" W along a line of said Tract "A", a distance of 5.54 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

10. THENCE, N 89° 26' 38" E along a North line of said Tract "A", a distance of 214.74 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract"

11. THENCE, N 00° 33' 22" W along a line of said Tract "A", a distance of 10.50 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

12. THENCE, N 89° 26' 38" E along a North line of said Tract "A", a distance of 766.22 feet to a No. 4 rebar set on an inside corner of said Tract "A", for an inside corner of this tract;

13. THENCE, N 65° 27' 10" E along a North line of said Tract "A", a distance of 110.68 feet to a No. 4 rebar set on an outside corner of said Tract "A", for an outside corner of this tract;

14. THENCE, N 89° 26' 38" E along a North line of said Tract "A", a distance of 379.20 feet to the POINT OF BEGINNING, and containing 6.008 acres of land, more or less.



I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/18/2014 UNDER MY DIRECTION AND SUPERVISION.

10/04/18

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE:

EXHIBIT "A"

October 4, 2016

METES AND BOUNDS DESCRIPTION
5.935 ACRES BEING
ALL OF TRACT "B"
AURORA VALLEY PHASE 4 SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 5.935 acres situated in Hidalgc County, Texas, being all of Tract "B", Aurora Valley Phase 4 Subdivision, according to the plat thereof recorded in Instrument Number 2658607, Hidalgo County Map Records, said 5.935 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar set [Northing: 16620027.438, Eating: 1131080.519] on the Northwest corner of said Tract "B", for the Northwest corner of this herein described tract;

1. THENCE, N 89° 26' 38" E along the North lien of said Tract "B", a distance of 1,249.84 feet to a No. 4 rebar set [Northing: 16620039.569, Easting: 1132330.300] on the Northeast corner of said Tract "B", for the Northeast corner of this tract;

2. THENCE, S 08° 39' 27" W along the East lien of said Tract "B", a distance of 239.13 feet to a No. 4 rebar set on the Southeast corner of said Tract "B", for the Southeast corner of this tract;

3. THENCE, S 89° 26' 38" E along a South line of saic Tract "B", a distance of 5.00 feet to a No. 4 rebar set on an outside corner of said Tract "B", for an outside corner of this tract;

4. THENCE, in a Northwesterly direction along a curve to the left, with a central angle of 150°00'00", a radius of 50.00 feet, an arc length of 130.90 feet, a tangent of 186.60 feet, and a chord that bears N 75° 33' 22" W a distance of 96.59 feet to a No. 4 rebar set on an outside corner of said Tract "B", for an outside corner of this tract;

5. THENCE, S 89° 26' 38" W along a South line of said Tract "B", a distance of 1,088.25 feet to a No. 4 rebar set on the Southernmost Southwest corner of said Tract "B", for the Southernmost Southwest corner of this tract;

6. THENCE, N 45° 33' 22" W along a line of said Tract "B", a distance of 35.36 feet to a No. 4 rebar set on the Northernmost Southwest corner of said Tract "B", for the Northernmost Southwest corner of this tract;

7. THENCE, N 00° 33' 22" W along the West line of said Tract "B", a distance of 186.04 feet to the POINT OF BEGINNING, and containing 5.935 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 04/18/214 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE: 10/4/16



AI-56836 **Precinct #2** **15. A.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval to appoint Manuel Treviño, Jr., student at the University of Texas Rio Grande Valley, as an intern under Hidalgo County Precinct 2 for the period of October 24, 2016 through November 4, 2016.

BACKGROUND

Internship agreement and waiver of liability will be attached Tuesday morning.

Fiscal Impact

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 02:39 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Erika Zamora		Started On: 10/07/2016 02:19 PM
Final Approval Date: 10/07/2016		

Print Form

Hidalgo County Internship Policy

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Manuel Treviño, agree to participate in an internship with The County of Hidalgo, Texas in either a paid or unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at UTRGV.

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

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

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

Manuel Treviño
Signature

10/12/2016
Date

AI-56846 **Precinct #4** **16. A.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of First Amendment to Interlocal Cooperation Agreement between County and Edinburg Consolidated Independent School District (Brewster Park-Pct. 4)

BACKGROUND

ICA approved by court on 10-14-14

Fiscal Impact

Attachments

ICA
email-legal
amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:58 PM
Glinda Pacheco	Glinda Pacheco	10/07/2016 04:24 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/07/2016 03:34 PM

Final Approval Date: 10/07/2016

STATE OF TEXAS §
COUNTY OF HDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND EDINBURG CONSOLIDATED SCHOOL DISTRICT

THIS Agreement is made on this the 14th day of October, 2014, by and between County of Hidalgo (hereinafter referred to as "County") and the Edinburg Consolidated School District, (hereinafter referred to as "District,") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County acquired from District a tract of land situated in the Hidalgo County, Texas, more fully described on Exhibit "A" attached hereto and made a part hereof for ail purposes (hereinafter collectively referred to as the "Tract");

WHEREAS, the County desires to construct a public park on the Tract to be known as the Brewster Park tentatively planned as shown on Exhibit C attached hereto (the "Park")

WHEREAS, District desires to contribute financially to the construction of the Park;

WHEREAS, County acting by and through Precinct 4 of County will be responsible for construction of improvements to the Park; and

WHEREAS, County acting by and through Precinct 4 shall through its own forces or by third party contractor (s) shall procure and install public restrooms, basketball pavilion, baseball and softball fields including but not limited to fencing, dugouts, backstops, sand, bases, bleachers, parking lot(s), walking trail and off site sewer, water and electricity connections (the "County Improvements");

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

1. District shall, at District expense, provide to County plans and specifications for public restrooms for the Park sealed by an engineer registered in the State of Texas.

2. District will contribute the sum of Two Hundred Ninety Seven Thousand Five Hundred Fifteen and twelve/100ths Dollars ($297,515.12) Dollars to County

against invoice from County for construction of improvements to the Park; and shall also contribute materials and labor identified on Exhibit B in the column titled Edinburg CISD such Exhibit B attached hereto and incorporated herein at the point of all purposes.

3. County shall construct by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by an engineer procured by County basketball pavilion, baseball and softball fields including but not limited to fencing, dugouts, backstops, sand, bases, bleachers, parking lot (s) for the Park, walking trail, and off site sewer, water and electricity connections. County shall construct by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by District's engineer the public restrooms.

4. Both parties hereto will cooperate with each other to finish all construction of the Park by June 1, 2015 in accordance with the cost estimate sheet as described on Exhibit B attached hereto.

5. County shall procure and install by its own forces or third party contractor(s) three (3) playground systems, the selection of which shall be ultimately determined by County in consultation with District.

6. District shall be responsible for unlocking gates to the Park each morning during the term of this Agreement.

7. County shall lock gates to the Park each evening during the term of this Agreement.

8. County shall maintain the grounds and parking lot of the Park and pay for all water, sewer and electricity usage of the Park during the term of this Agreement.

9. This Agreement shall terminate upon the earlier of:

a. the mutual agreement of the District and the County;

b. the County's sale of the Tract; or

c. the thirtieth anniversary of the date of this Agreement provided however if either party provides written notice to the other party not earlier than the thirtieth day prior to such thirtieth anniversary date of its desire to not have this Agreement terminate on such thirtieth anniversary date then

this Agreement shall be extended for an additional thirty (30) years.

10. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

11. This Agreement may not be assigned without prior written consent executed by both parties hereto.

12. Time shall be of the essence of this Agreement.

13. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

14. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.**

15. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

16. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Edinburg Consolidated Independent School District
Attention: President, Board of Trustees

411 N. 8th Street
Edinburg, Texas 78540

17. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

18. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

19. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

20. IMMUNITIES: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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

HIDALGO COUNTY

Ramon Garcia

By: Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 10/14/14

ATTEST:

Arturo Guajardo, Jr. County Clerk

EDINBURG CONSOLIDATED SCHOOL DISTRICT

By: _____

Print Name: _____

Title: President, Board of Trustees

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT
A
1 of 2

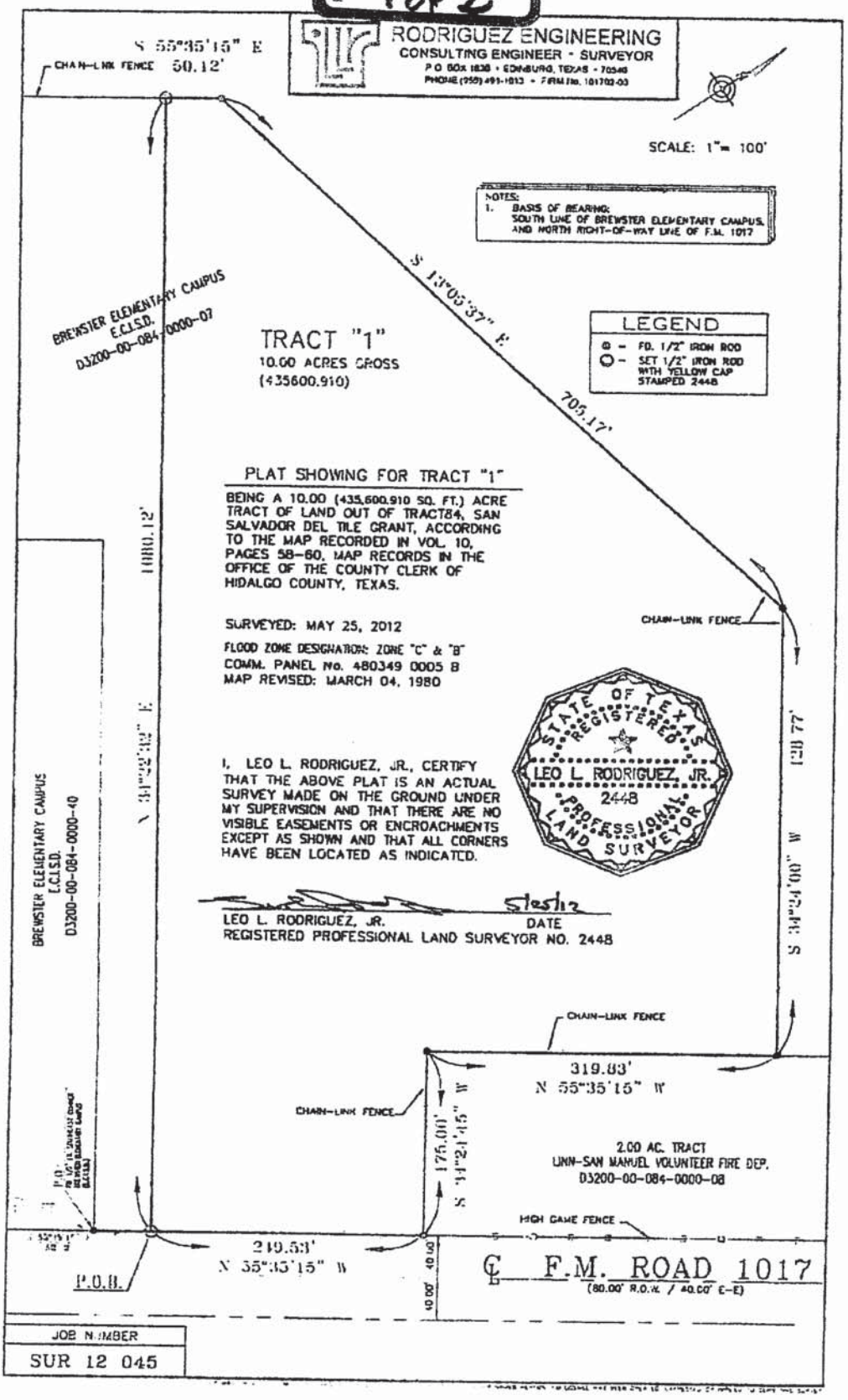


EXHIBIT
A
2 of 2

MARCH 25, 2012

METES AND BOUNDS DESCRIPTION FOR TRACT 1
A 10.00 AC. OUT OF TRACT84, SAN SALVADOR DEL TILE GRANT,
AN ADDITION TO THE CITY OF LINN
HIDALGO COUNTY, TEXAS.

TRACT "1"

BEING A 10.00 (435,600.910 SQ. FT.) ACRE TRACT OF LAND OUT OF TRACT 84, SAN SALVADOR DEL TILE GRANT, ACCORDING TO THE MAP RECORDED IN VOL. 10, PAGES 58–60, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND SAID 10.00 ACRES (435,600.910 SQ. FT.) ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A FOUND HALF INCH (1/2) IRON ROD, LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 1017 AND THE SOUTHEAST CORNER OF BREWSTER ELEMENTARY CAMPUS, THENCE, SOUTH 55°35'15" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 1017, A DISTANCE OF 52.32 FEET TO A HALF INCH (1/2) IRON ROD, SET FOR THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 34°22'32" EAST, PARALLEL WITH THE EAST LINE OF BREWSTER ELEMENTARY CAMPUS, A DISTANCE OF 1080.12 FEET TO A SET HALF (1/2) INCH IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 55°35'15" EAST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL A DISTANCE OF 50.12 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 13°05'37" EAST, A DISTANCE OF 705.17 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'00" WEST, A DISTANCE OF 428.77 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH LINE OF A 2.00 ACRE TRACT A DISTANCE OF 319.83 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'45" WEST, ALONG THE WEST LINE OF SAID 2.00 ACRE TRACT, A DISTANCE OF 175.00 FEET TO A HALF INCH (1/2) IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, BEING AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, A DISTANCE OF 249.53 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 ACRES (435,600.910 SQ. FT.) OF LAND, MORE OF LESS.

PREPARED BY:
RODRIGUEZ ENGINEERING
CONSULTING ENGINEER, SURVEYOR
FIRM No. 101702-00

P.O. BOX 1830
EDINBURG, TEXAS 78540
(956) 491-1013



JOB NUMBER
SUR 12 045

PENGAD 800-631-6989

EXHIBIT B

Brewster Park Cost Estimate		
Description	**Edinburg CISD In-Kind Contribution**	
Design		
A/E Fees	$	23,684.88
Pavillion		
Labor (Conduit and Stubb out)	$	1,780.00
(6) Back Boards & Rims - Materials	$	4,200.00
Labor	$	512.00
Park Memorial & Recreation		
Picnic Tables (5)	$	2,500.00
BBQ Pits (5)	$	2,500.00
Baseball - Softball Field		
Baseball Field Lights - Fixtures Only	$	22,400.00
Irrigation parts	$	5,000.00
Fence Labor	$	7,560.00
Baseball Score Board - Parts	$	7,000.00
Baseball Score Board - Labor	$	2,048.00
Site Improvements		
Electrical Labor only	$	18,300.00
Sidewalk Labor only	$	5,000.00
Totals	$	**102,484.88**

EXHIBIT

C

PENGAD 800-631-6989

LEGEND

- = FND IRON ROD
- = TREE
- = CLEAN OUT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = TELEPHONE BOX
- = FIRE HYDRANT
- = STORM MANHOLE
- = TYPE 'X' INLET
- = TYPE 'C' INLET
- = EXIST. IRRIGATION LINE
- = EXIST. OVERHEAD POWER LINE
- = EXIST. STORM LINE
- = EXIST. SEWER LINE
- = EXIST. WATER LINE
- = EXIST. FENCE LINE

50.12'

705.17

1080.12'

428.70'

178.0'

497.83

175.00'

2.00 AC

14.00' DIRT

12.00' CALICHE

10.00' E-E

INSTALL SOLAR LIGHT

PARKING LOT

EAST FENCE LINE

WEST FENCE LINE

REVISED 04/11-23-14

S-2

BREWSTER PARK

PROPOSED DIMENSION
PLAN LAYOUT

COMMISSIONER
JOSEPH PALACIOS
HIDALGO COUNTY PCT 4
IMPROVEMENTS PROJECT

HIDALGO COUNTY
PLANNING DEPARTMENT

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

Fwd: ILA Brewster Park Amendment

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Oct 07, 2016 02:55 PM

Subject : Fwd: ILA Brewster Park Amendment 2 attachments

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Moni,

Please place this on agenda, thank you so much!

Respectfully,

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

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Thursday, October 6, 2016 9:04:35 AM
Subject: FW: ILA Brewster Park Amendment

Good morning Lulu:

As per Mr. Crain, and pursuant to your request, attached is the First Amendment to ICA between County and Edinburg Consolidated Independent School District.
If you have any questions, please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for
Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

-----Original Message-----
From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Tuesday, October 04, 2016 4:47 PM
To: Steve Crain <scrain@atlashall.com>; Marynel Trevino <mntrevino@atlashall.com>
Subject: ILA Brewster Park Amendment

Good Afternoon Mr. Crain,

We would like to request an amendment to the following ILA (Please see attached).
I am not sure if your office drafted the original, but we need to revise the completion date to reflect June 1,2017.

If you could please assist me with this I would greatly appreciate it.
I will send it to the ECISD for their review and approval as well once we have the revision.

Thank you for all your help, have a great afternoon!

Respectfully,

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

10-14-14 ICA btwn HC and ECSD for Land acquired by County to be known as Brewster Park Pct. 4.pdf
1 MB

First Amendment to Interlocal Agreement between County and ECISD- Park.pdf
150 KB

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This First Amendment to Interlocal Cooperation Agreement is made on this the 13th day of October, 2016 by and between the County of Hidalgo, hereinafter referred to as the "County" and the Edinburg Consolidated Independent School District, hereinafter referred to as the "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County and District entered into an Interlocal Cooperation Agreement (the "Agreement") dated October 14, 2014 regarding construction of a park on County real property acquired from the District;

WHEREAS, the parties desire to extend the date of finishing the construction of the improvements to the Park;

NOW, THEREFORE, for and in consideration of the mutual obligations of the parties herein and other good and valuable consideration the receipt of which hereby acknowledged, the District and County hereby mutually agree to the following:

Numbered paragraph 4 is deleted in its entirety and the following is inserted in lieu thereof:

1. Both parties hereto will cooperate with each other to finish all construction of the Park by June 1, 2017 in accordance with the cost estimate sheet as described on Exhibit B attached hereto.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and District ratify and confirm the terms and provisions of the Agreement, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By: _____

Print Name: _____
Title: President, Board of Trustee

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-56760 **Budget and Management** **17. A. 1.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

HSGP (1283):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the LRGVDC relating to the Interlocal Agreement for the FY2015 Hidalgo County Municipal Law Enforcement Interoperability Communication Expansion Project.
b. Approval of 2016 appropriation of funds into HSGP in the amount of $86,000.33.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1283-421-00-110-082-5-751

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

BUDGETARY IMPACT:

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

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/05/2016 12:55 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Merlen P. Munoz		Started On: 10/05/2016 11:52 AM
Final Approval Date: 10/07/2016		

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **HSGP**

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
6-1283-421-00-110-082-5- 751	HSGP	MACHINERY & EQUIP	86,000.33
6-1283-331-12-110-082-5- 000	*HSGP-REVENUES*		*86,000.33*
		TOTAL BUDGET INCREASE (DECREASE)	**86,000.33**

REASON: Appropriation of funds in relation to the ICA with LRGVDC and City of Elsa relating to the transfer of radios previously approved under AI-55463.

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

October 6, 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 certain equipment purchased by the Lower Rio Grande Development Council through the FY2015 HSGP Grant. The aforementioned equipment was initially purchased by the LRGVDC and through an Interlocal agreement LRGVDC will transfer the equipment to Hidalgo County. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 86,000.33	LRGVDC HGSD FY2015 CFDA#97.067

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/12/16
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, 445TH D.C.

AI-56760 **Budget and Management 40. A. 0.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

HSGP (1283):
a. Approval of certification of revenues as certified by the County Auditor for revenues received from the LRGVDC relating to the Interlocal Agreement for the FY2015 Hidalgo County Municipal Law Enforcement Interoperability Communication Expansion Project.
b. Approval of 2016 appropriation of funds into HSGP in the amount of $86,000.33.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1283-421-00-110-082-5-751

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

BUDGETARY IMPACT:

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

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/05/2016 12:55 PM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 10/05/2016 11:52 AM

--

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

Rossana Schettino

From: Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]
Sent: Thursday, October 06, 2016 9:46 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; deborah.fischer@auditor.co.hidalgo.tx.us; rossana.schettino@auditor.co.hidalgo.tx.us
Subject: Certification of Revenues ICA with LRGVDC for radios

HIDALGO COUNTY texas

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

Memorandum

To: Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Thursday, October 06, 2016

Subject: Certification of Revenues ICA with LRGVDC for radios

Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor
Deborah Fischer, Grants Accounting Supervisor
Rossana Schettino, Grant Accountant

Please let this memo serve as a request for Certification of Revenue in reference to the ICA with LRGVDC for the FY2015 Hidalgo County Municipal Law Enforcement Interoperability Communication Expansion Project.

As requested by your Grants Division, the transfer of radios from the LRGVDC to Hidalgo County need to be recognized as revenue. Therefore, your office requested that certification of revenues be requested under account number 6-1283-331-12-110-082-5-000 HSGP-Revenues in the amount of $86,000.33.

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

DATE: October 5, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for HSGP

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
6-1283-421-00-110-082-5- 751	HSGP	MACHINERY & EQUIP	86,000.33
6-1283-331-12-110-082-5- 000	*HSGP-REVENUES*		*86,000.33*
		TOTAL BUDGET INCREASE (DECREASE)	**86,000.33**

REASON: Appropriation of funds in relation to the ICA with LRGVDC and City of Elsa relating to the transfer of radios previously approved under AI-55463.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-55463 **Emergency Management** **13. A.**

CC - REGULAR

Meeting Date: 07/19/2016

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: EMERGENCY MANAGEMENT

Information

CAPTION

1. Discussion and approval of Interlocal Agreement between the Lower Rio Grande Valley Development Council and Hidalgo County for the FY 2015 Hidalgo County Municipal Law Enforcement Interoperability Communication Expansion Project.
2. Discussion and approval of Interlocal Agreement between the Hidalgo County and the City of Elsa for the FY 2015 Hidalgo County Municipal Law Enforcement Interoperability Communication Expansion Project.

BACKGROUND

Interlocal's allow for the transfer of 800 MHz radio's for following entity's that are not currently utilizing the Regional Radio System through the FY 2015 Hidalgo County Municipal Law Enforcement Interoperability Communication Expansion Project grant.
Elsa Edcouch Monte Alto

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; transfer of radios from LRGVDC to Hidalgo County and from Hidalgo County to the City of Elsa.

Attachments

City of Elsa Interlocal
LRGVDC INTERLOCAL
Legal Review
Appendix A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/15/2016 01:59 PM

Merlen P. Munoz	Merlen P. Munoz	07/15/2016 02:52 PM
Final Approval	Monica Badillo	07/15/2016 05:39 PM

Form Started By: Sandra Deleon Started On: 07/15/2016 12:59 PM

Final Approval Date: 07/15/2016

AI-56775 **Purchasing Department** **18. A. 1.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Presentations from participating Program Management Firms in connection with the design & construction of a New Hidalgo County Courthouse for the purpose of grading/evaluating and finalizing scoring sheets with each professional firm.

2. Approval of the evaluation/scoring grid for the purposes of ranking by Commissioners' Court of the five (5) participating firms:

PROGRAM MANAGEMENT FIRM	SCORE	RANK
BROADDUS + PROJECT CONTROL		
JLL		
HILL INTERNATIONAL		
DANNENBAUM		
JACOBS PROJECT MANAGEMENT CO.		

3. Authority to commence negotiations for the purpose of finalizing a professional service agreement with the No. 1 ranked firm of _____ for the design and construction of the New Hidalgo County Courthouse.

BACKGROUND

Presentation to include Q&A and limited to a maximum of 10 Minutes. The scoring results have not been submitted to the Purchasing Department since Commissioners' Court are the designated Committee Members and have been provided the option to perform the scoring/evaluation process in open court.

Fiscal Impact

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

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT. Presentations only

Attachments

Acceptance Form
Respondent List
Dannenbaum
JLL
Broaddus
Hill
Jacobs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 11:29 AM
Merlen P. Munoz	Merlen P. Munoz	10/06/2016 03:38 PM
Final Approval	Merlen P. Munoz	10/07/2016 01:38 PM
Merlen P. Munoz	Merlen P. Munoz	10/07/2016 02:36 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Rocio Villarreal Started On: 10/06/2016 10:00 AM

Final Approval Date: 10/07/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE FORM

Department/Proposal Description: HIDALGO COUNTY- *Program Management Svcs for New Courthouse*

Bid Opening Time: **September 21, 2016 @ 9:30 A.M.**

BID NO.: 2016-267-09-21-HGO | **Buyer:** *Heidi Garcia Ortiz*

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	Addenda No. 1
1) JLL	✓	✓
2) Braddock Project Control	✓	✓
3) Hill International	✓	✓
4) Jacobs - Dallas, TX	✓	✓
5) Dannenbaum Engineering Co. Houston, TX.	✓	✓
6)		
7)		
8)		
9)		
10)		
11)		
12)		

HIDALGO COUNTY

Purchasing Department

Respondent List

Type of Service: Program Management Svcs
Project Name: New Courthouse
CC Meeting Date: Tuesday, October 04, 2016

Vendor Name	Status	Pending Documents
Hill International	In Compliance	None
Dannenbaum	In Compliance	None
Jacobs Project Management Co.	In Compliance	None
JLL	Incomplete	1. Vendor Bidder Application 2. IRS form W-9 3. Certification Regarding Debartment
Broaddus + Project Control	Incomplete	1. Exhibit E-Proposers Affidavit 2. Vendor Bidder Application 3. IRS form W-9 4. Certification Regarding Debartment

HIDALGO COUNTY COURTHOUSE



DANNENBAUM

B2Z ENGINEERING

MOCA

NAYLOR WENTWORTH LUND
ARCHITECTS

Farnsworth
GROUP

HCCT
Hidalgo County Courthouse Team

Presentation Date: October 13, 2016

DANNENBAUM

- ✓ Lead Firm – Prime Signing Contract
- ✓ Over 200 Professionals Available
- ✓ Long Time Local Presence & Offices Statewide
- ✓ Local Offices in Hidalgo County (16 Years)
- ✓ Performed Program Management, Construction Management and Inspection Services on two (2) of the largest infrastructure projects in Hidalgo County, each over $200 Million

HCCT
Hidalgo County Courthouse Team

B2Z ENGINEERING

- ✓ 9 Years of Local Service and Experience
- ✓ Local DBE/HUB Certified Partner
- ✓ Local Office in Mission, Texas
- ✓ Strong Working Relationship with Hidalgo County
- ✓ Significant knowledge and coordination with Downtown Edinburg Infrastructure project

HCCT
Hidalgo County Courthouse Team

MOCA

- ✓ Over 17 Years of Program/Project Management Experience Including Over 10 Multistory Courthouses totaling over $1.5 Billion
- ✓ Developed Proprietary Project Cost & Scheduling Software
- ✓ Headquartered in San Antonio, Texas
- ✓ McAllen Office Since 2013

HCCT
Hidalgo County Courthouse Team

Farnsworth GROUP

- ✓ 450 Professionals
  - 31 Electrical/Mechanical Engineers
- ✓ Courthouse Commissioning Experts
  - Ensures optimal operational efficiency
  - Significant savings on lifecycle O&M costs
- ✓ Regional San Antonio, Texas Office

HCCT
Hidalgo County Courthouse Team

NAYLOR WENTWORTH LUND
ARCHITECTS

- ✓ 64 Years of Experience
- ✓ 23 Years of Multistory Courthouse Design and Construction Administration
- ✓ Specializing in Cost/Quality Control During Design Phase

HCCT
Hidalgo County Courthouse Team

HCCT
Hidalgo County Courthouse Team

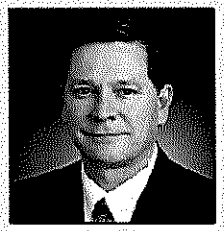
Team Summary

The HCCT Team is a uniquely qualified group of design, program & construction management and inspection professionals with the necessary expertise required for this pursuit.



HCCT
Hidalgo County Courthouse Team

PRINCIPAL IN CHARGE



LOUIS JONES, P.E.
37 Years of Experience
Lives in Hidalgo County

PROJECT DIRECTOR



RICHARD SEITZ, P.E.
50 Years of Experience
Lives in Hidalgo County

COMMUNITY OUTREACH/ CLIENT MGMT



REZA BADIOZZAMANI, P.E.
14 Years of Experience
Lives in Hidalgo County

DEPUTY DIRECTOR DESIGN & CMAR



CHAD JONES, CCM, LEED AP
20 Years of Experience
Will co-locate to Dannenbaum/MOCA's McAllen Office

DEPUTY DIRECTOR ADMINISTRATION



GLEN JONES
42 Years of Experience
Lives in Hidalgo County

DEPUTY DIRECTOR CONSTRUCTION



CARLOS DEL ANGEL, PMP
15 Years of Experience
Lives in Hidalgo County

INSPECTION LEADER



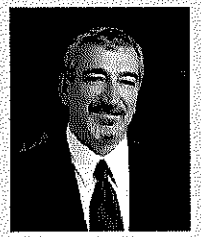
J.D. GARCIA
22 Years of Experience
Lives in Hidalgo County

COMMISSIONING & ACTIVATION PHASE



DENNIS YATES
32 Years of Experience

PROGRAM & COURTHOUSE REVIEW



SERGEY AKHPATELOV
30 Years of Experience

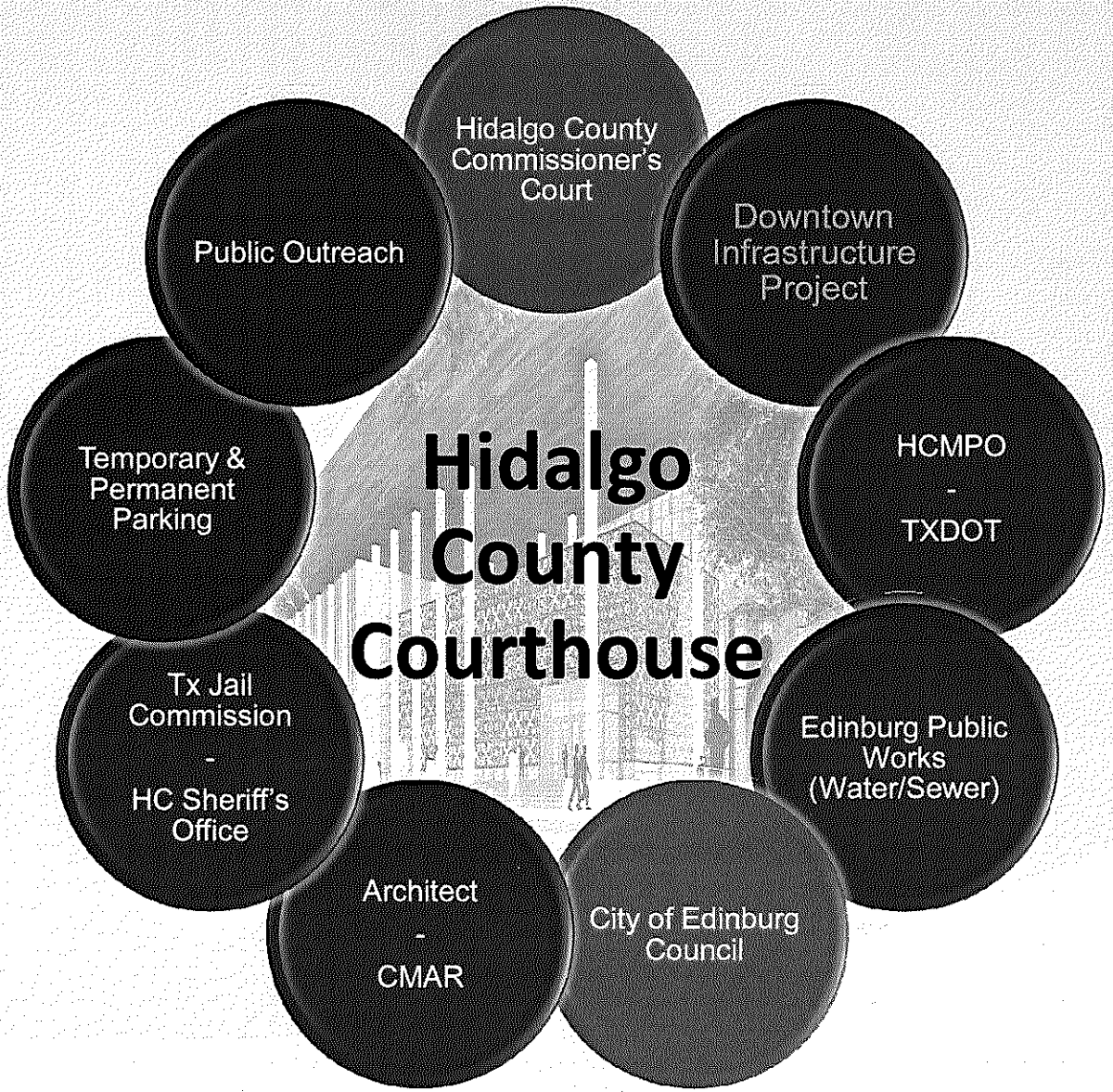
Project Understanding

- 6 Story State Of The Art Courthouse
  - ✓ Approx. 336,000sqft
  - ✓ $113M CCL
  - ✓ 24 Courts (State/County)
  - ✓ Possible 7th Story Future Buildout
  - ✓ Secure Defendant Areas
    - DIC Central Holding Area
    - DIC Holding Adjacent To Courts
    - DIC Secure Circulation
  - ✓ Necessary Supporting Spaces
  - ✓ Separate Public, Restricted and Secure Circulation
  - ✓ Potential Demolition Of Existing Courthouse
  - ✓ *Coordination with ongoing off-site improvements project*

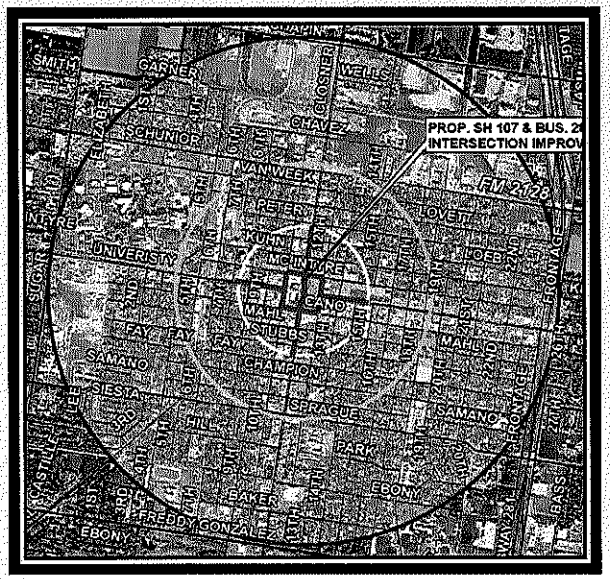


HCCT
Hidalgo County Courthouse Team

Major Coordination & Scheduling Factors

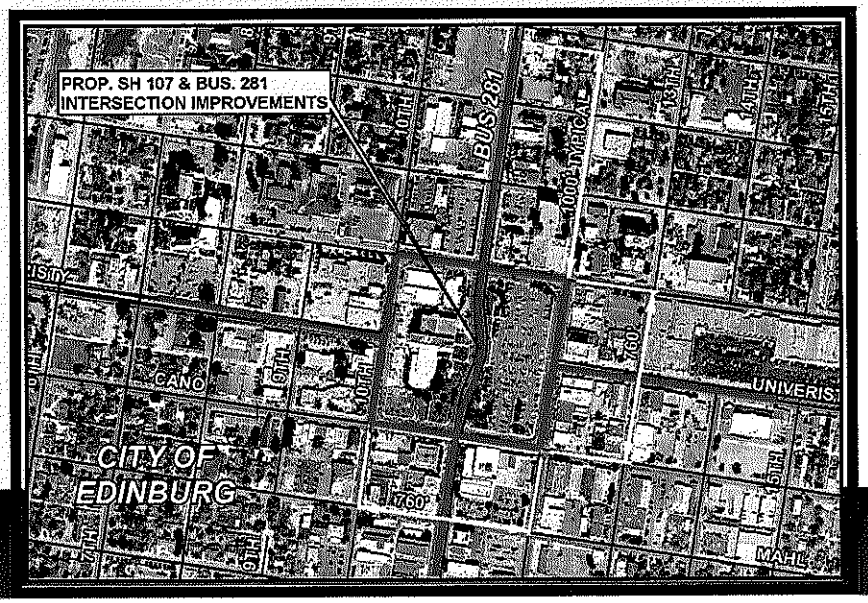


Major Downtown Infrastructure Projects



- Closure of Business 281
- Drainage Improvements
- Integration into Master Program Schedule
- Roadway Improvements

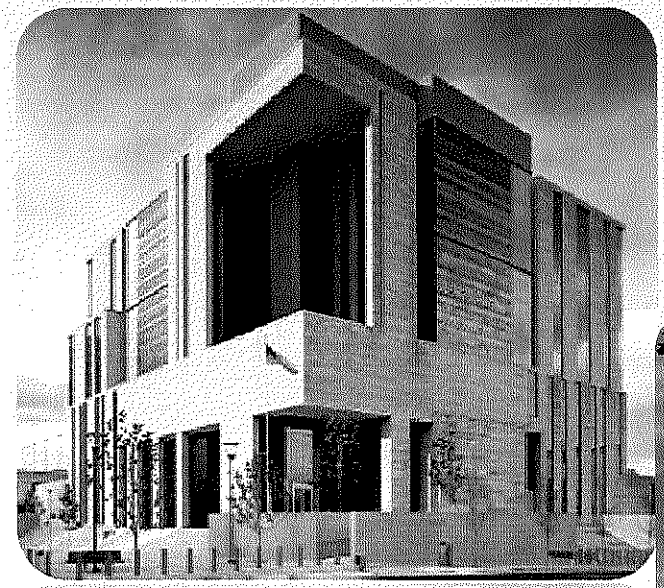
Secured $20M available in September 2019 from HCMPO

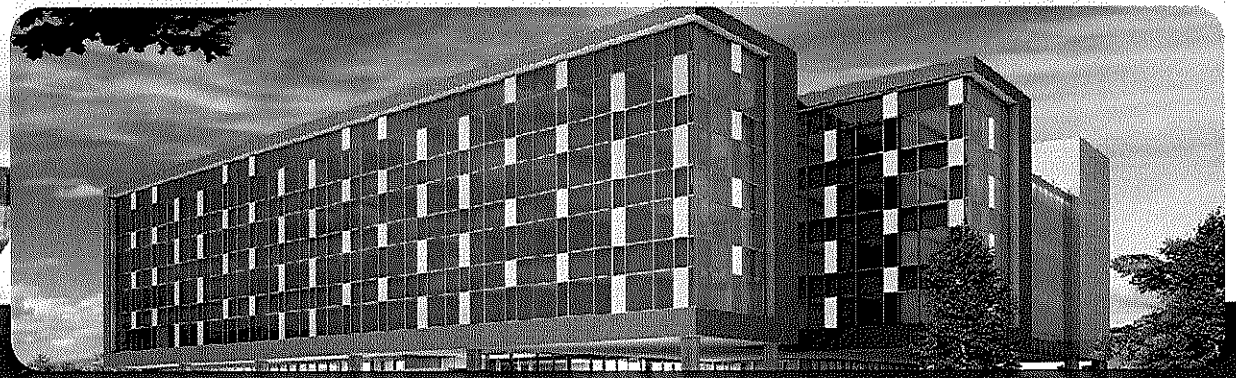


HCCT
Hidalgo County Courthouse Team

Project Approach

- Management of Design Phase
- Task Sequencing/Critical Path Scheduling
- Construction Management
- Field Inspection Services
- Project Close-out/Commissioning
- Temporary Facilities/Transitioning





HCCT
Hidalgo County Courthouse Team

Management of Design Phase

- Cost Control Oversight
- Value Engineering
  - Identify potential cost savings
- Security
  - Past Experience with Jail facilities
  - Coordination with local sheriff and Texas Jail Commission



HCCT
Hidalgo County Courthouse Team

Task Sequencing & Critical Path Scheduling

- Major Milestones
  - Design
    - Design Development
    - Construction Documents
  - Procurement
    - Architect
    - Contractor
  - GMP

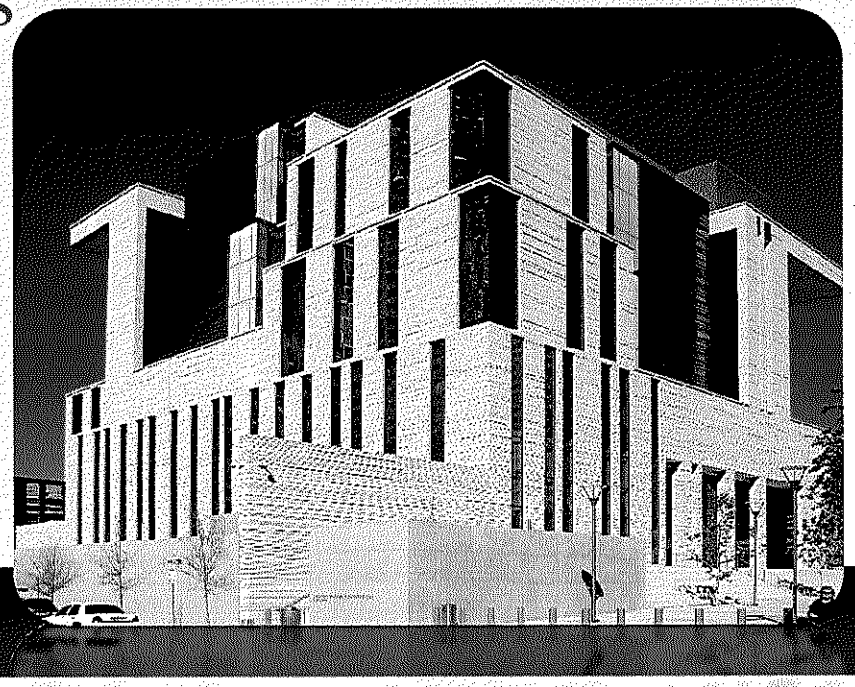


- Coordination with All Offsite & Ancillary Projects
  - Roadway (TxDOT)
  - Drainage
  - Utilities
  - Parking

HCCT
Hidalgo County Courthouse Team

Construction Management & Field Inspections

- Quality Assurance/Quality Control
- Document Control
- CMAR Payment Review and Processing
- Field Inspection Services
  - Structural
  - Welding
  - MEP



HCCT
Hidalgo County Courthouse Team

Project Close-Out & Commissioning

- Ensure functional performance
  - Preventative Maintenance Programs
  - Warranty Management



HCCT
Hidalgo County Courthouse Team

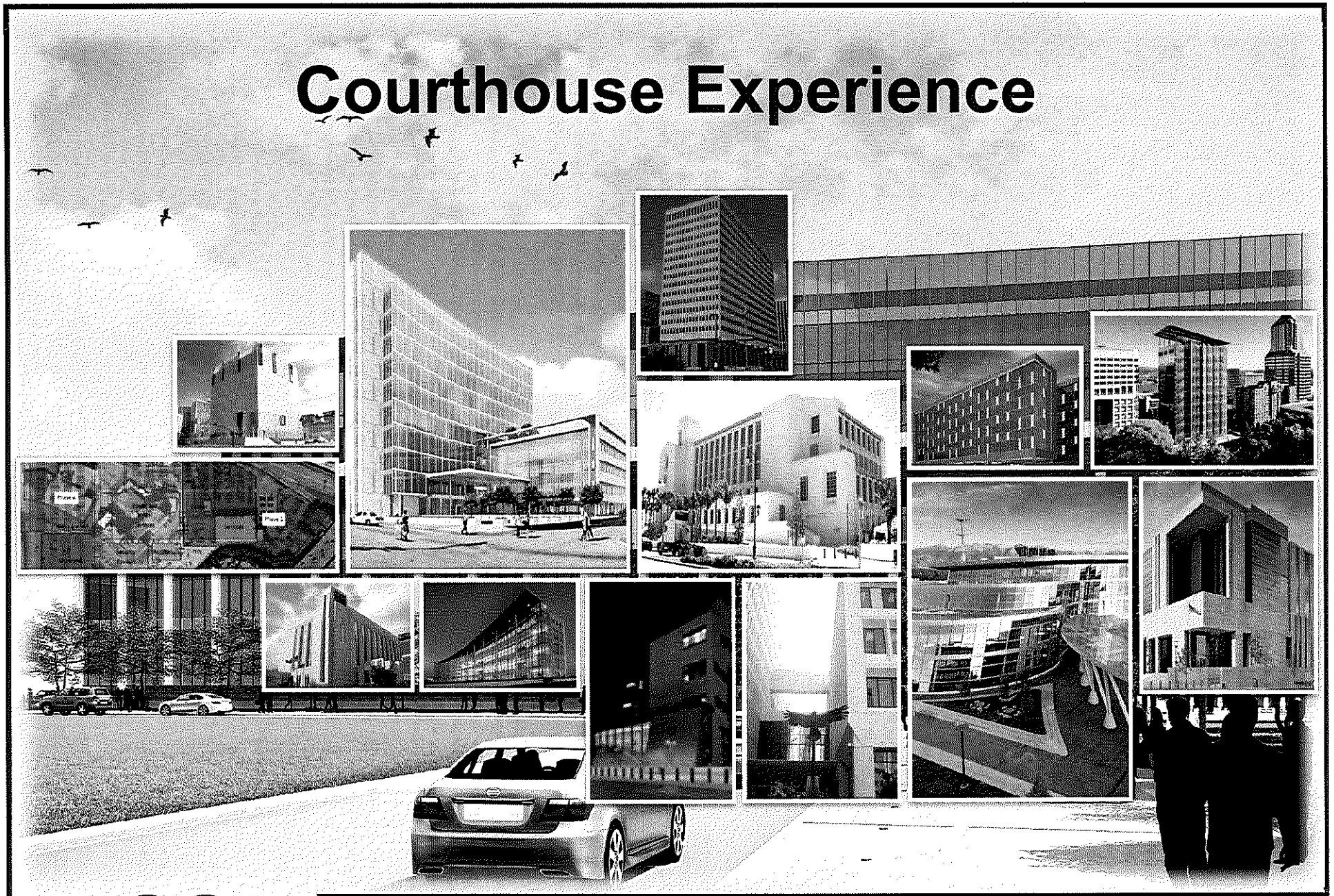
Temporary Facilities & Transitioning

- Potential Swing Space
- Transition Assistance
- FF&E



HCCT
Hidalgo County Courthouse Team

Courthouse Experience



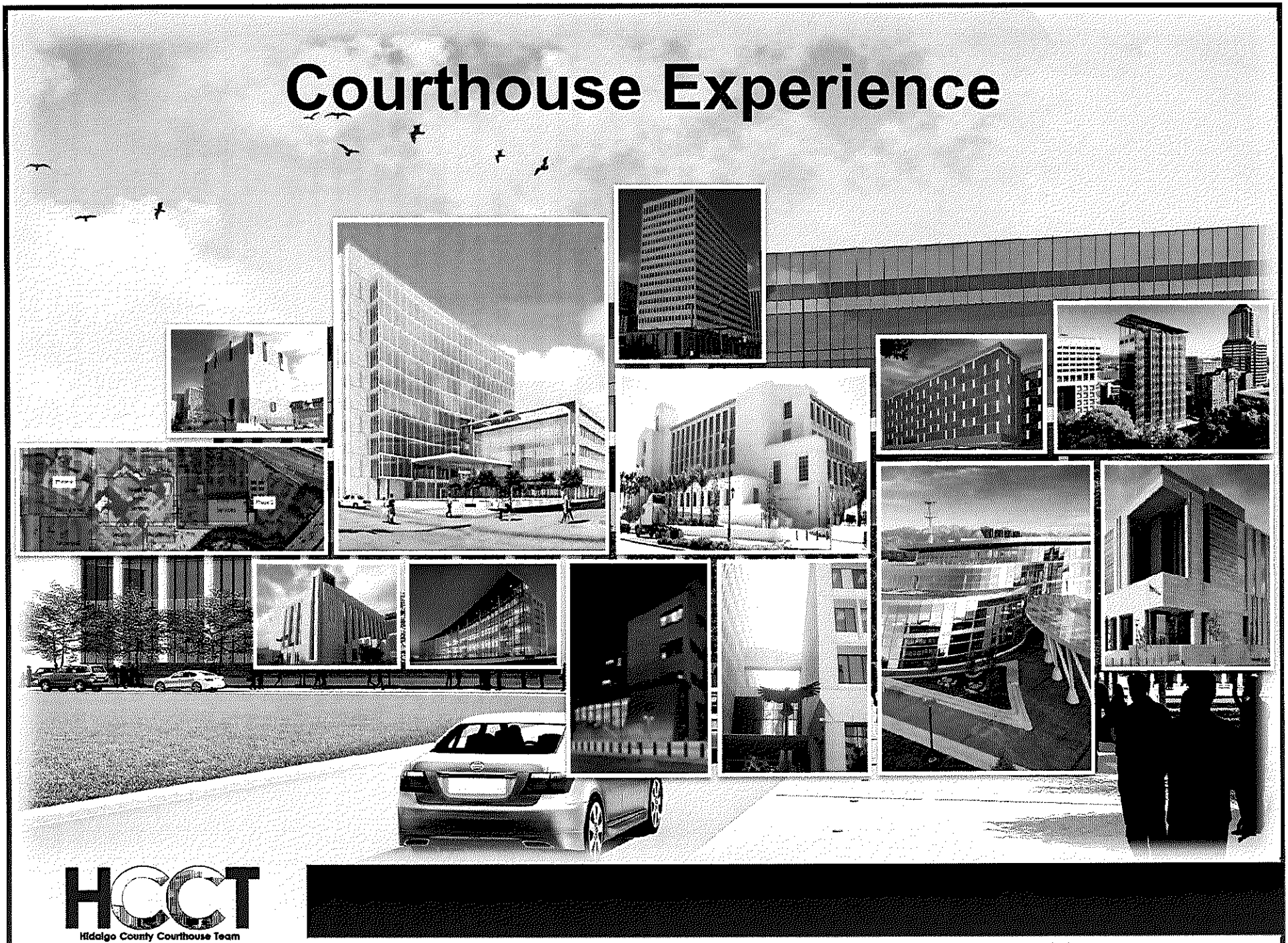
HCCT
Hidalgo County Courthouse Team

Why The Hidalgo County Courthouse Team?

- The People Presenting will be working on the project
- Most experienced local Team
- Performed successful Similar Services on two (2) largest infrastructure projects in Hidalgo County, each over $200 Million Construction Cost
- Understand local concerns including close coordination requirements with County Downtown Edinburg Infrastructure Project
- Local Hidalgo County Office for over 16 Years
- The Proposed Lead Management Lives in Hidalgo County
- HCCT Team has experience to keep project on schedule and within budget while maintaining first class quality control in design and construction.
- We live here and understand the importance of protecting citizens and commissioner's interests.

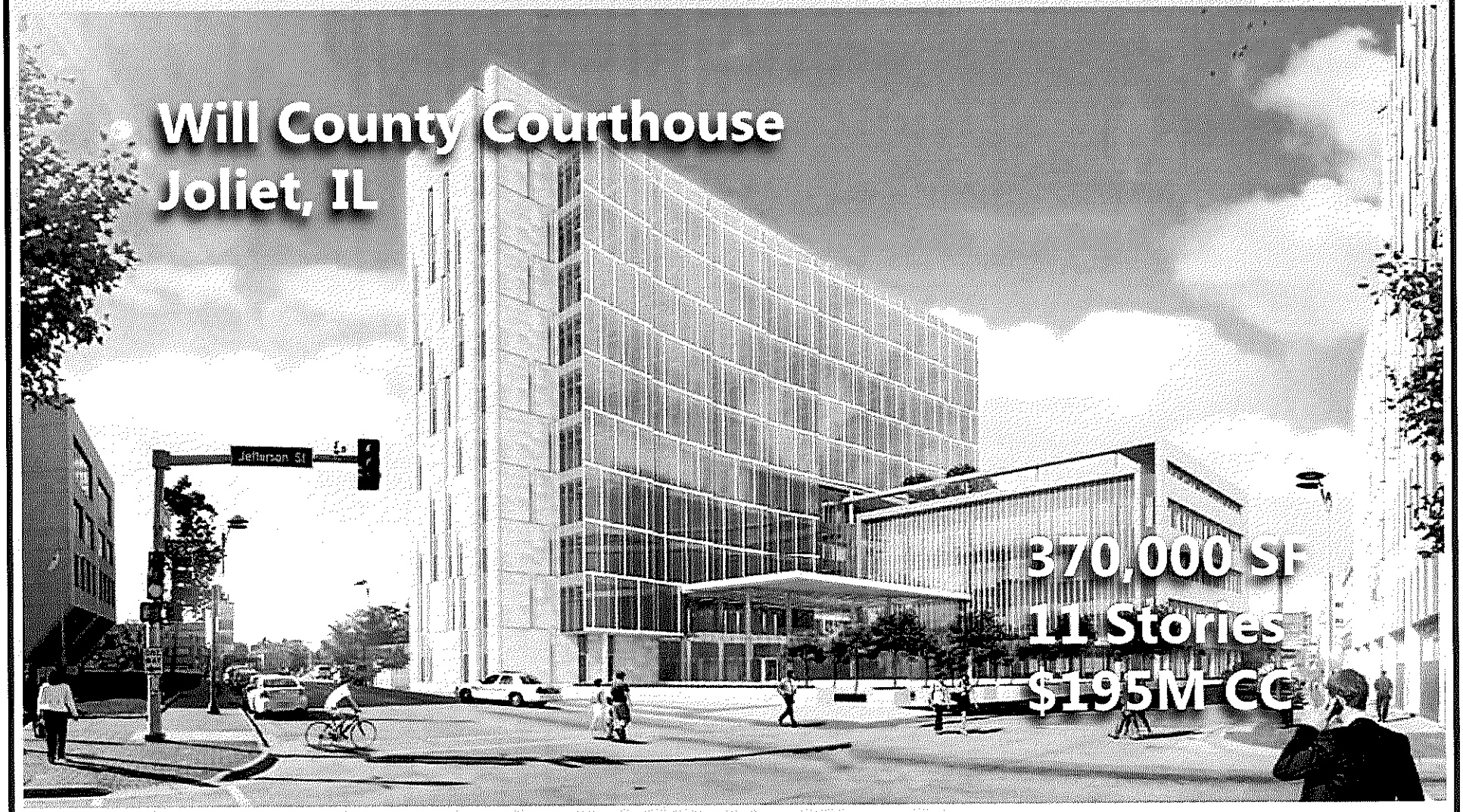
HCCT
Hidalgo County Courthouse Team

Courthouse Experience



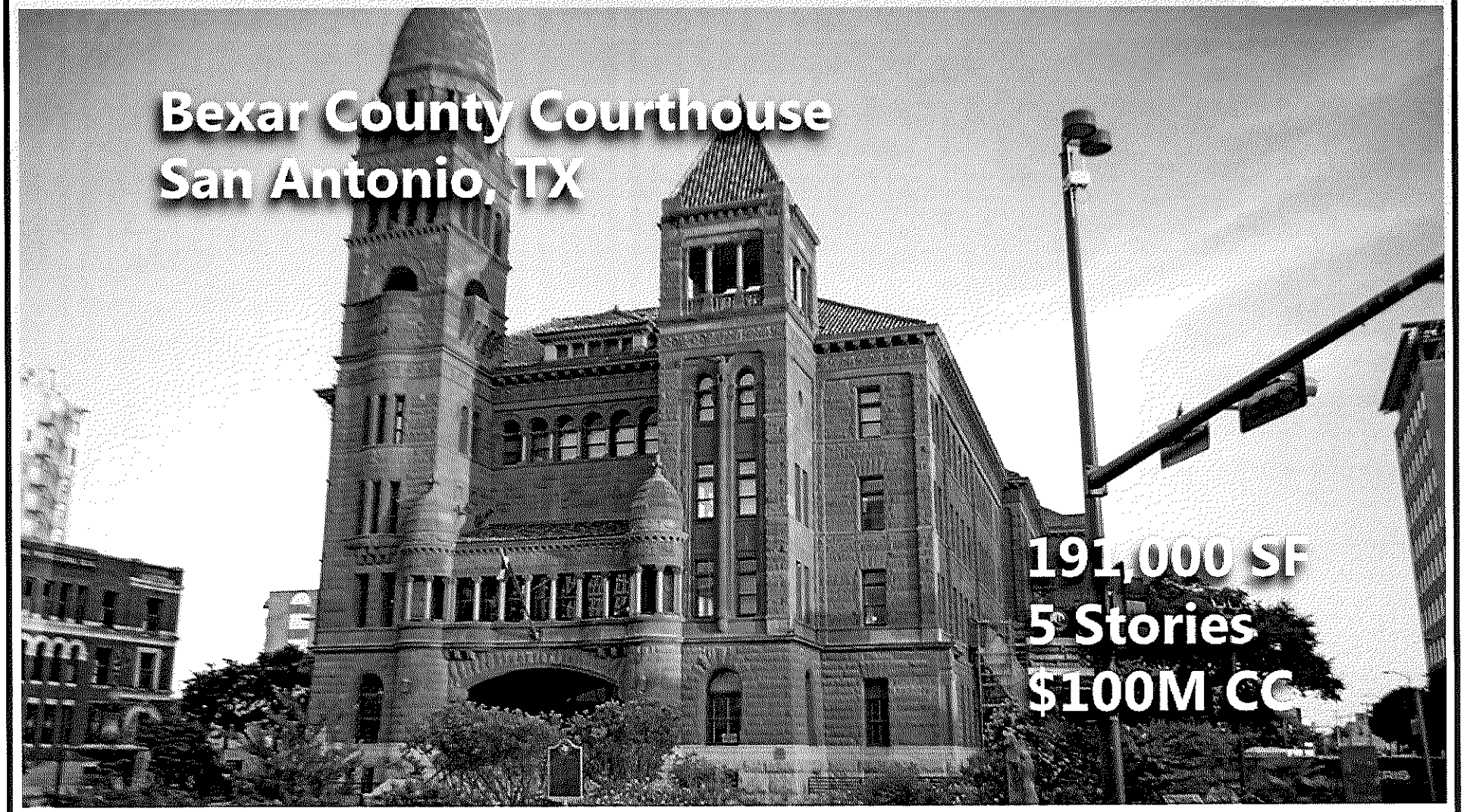
HCCT
Hidalgo County Courthouse Team

Courthouse Experience



HCCT
Hidalgo County Courthouse Team

Courthouse Experience



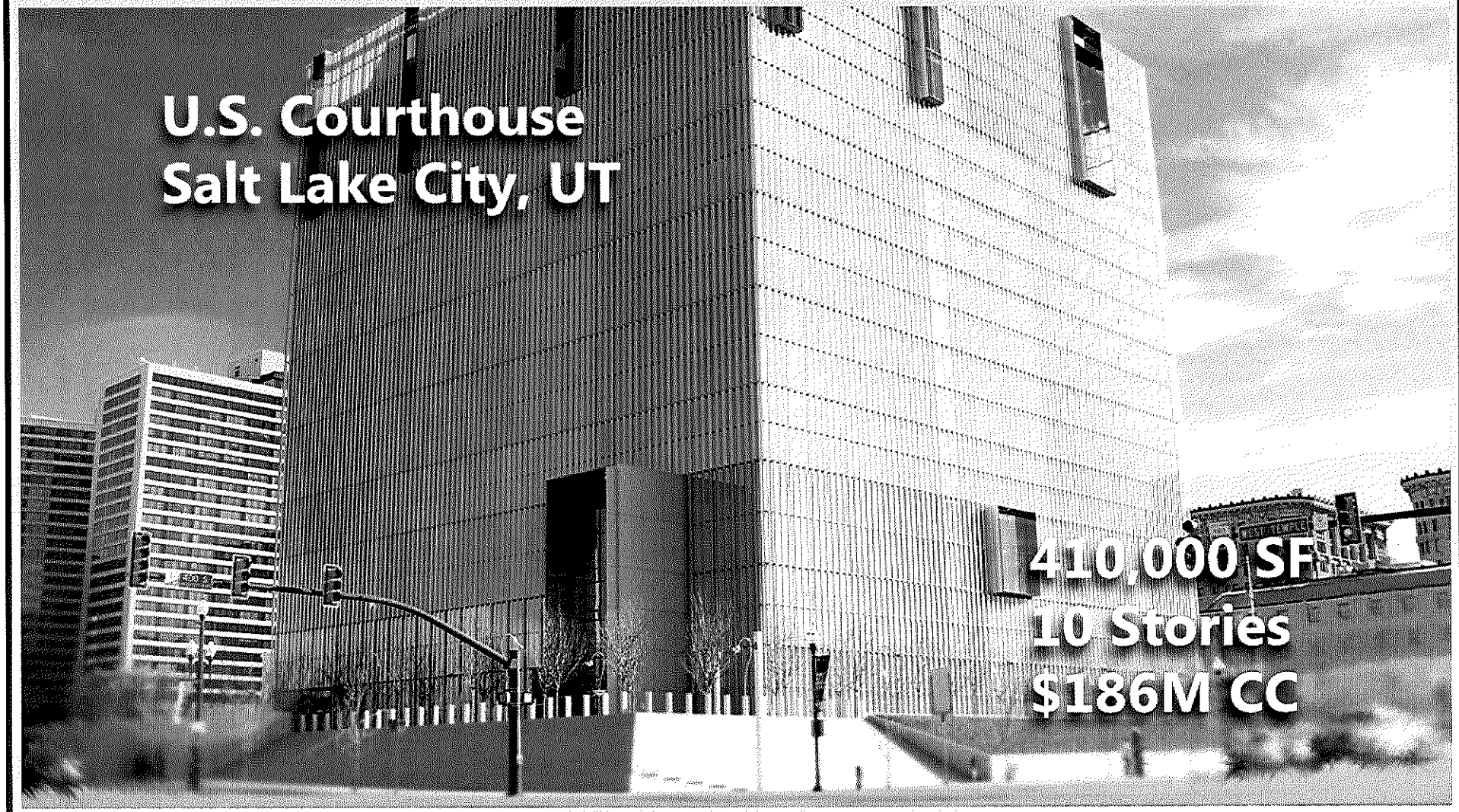
HCCT
Hidalgo County Courthouse Team

Courthouse Experience



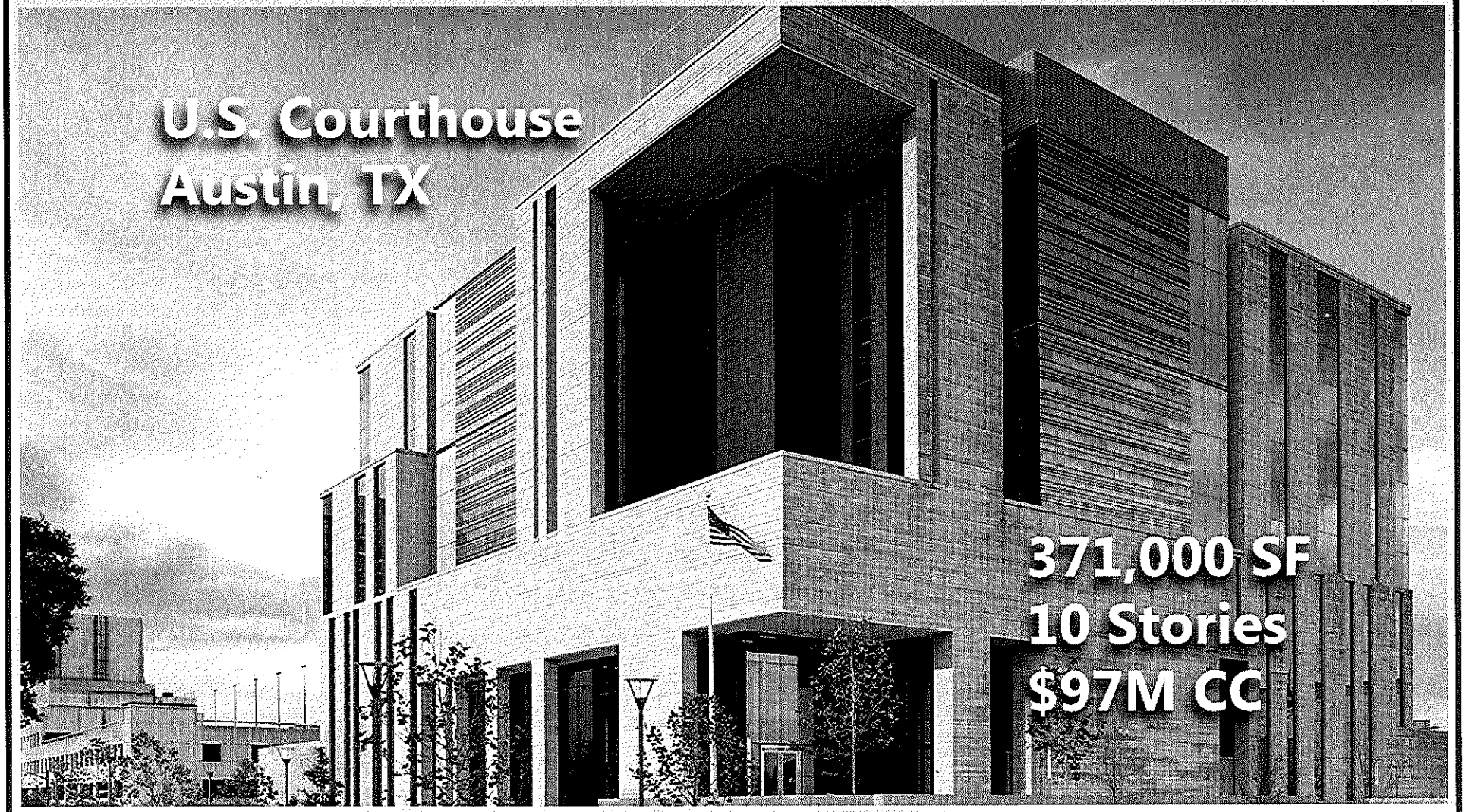
HCCT
Hidalgo County Courthouse Team

Courthouse Experience



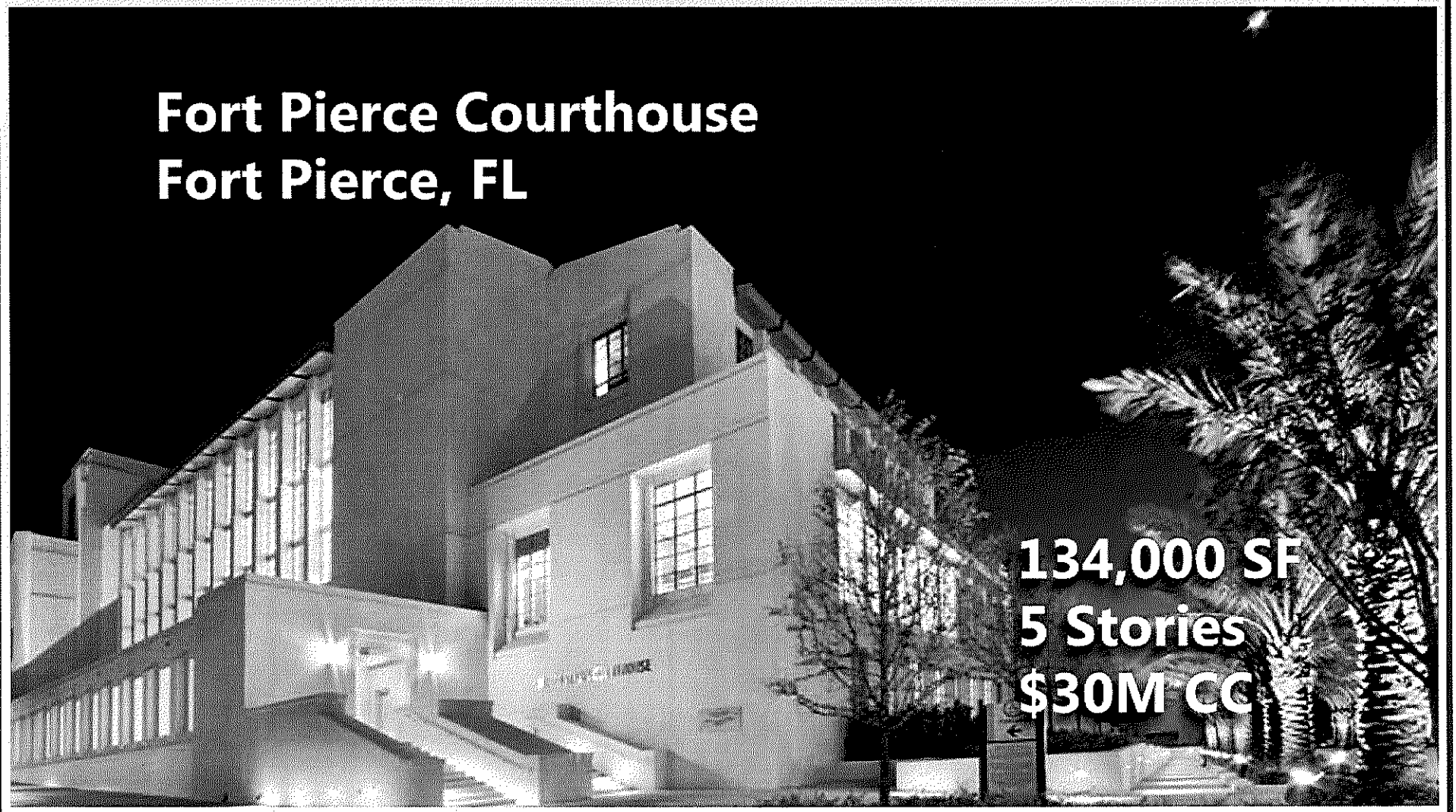
HCCT
Hidalgo County Courthouse Team

Courthouse Experience



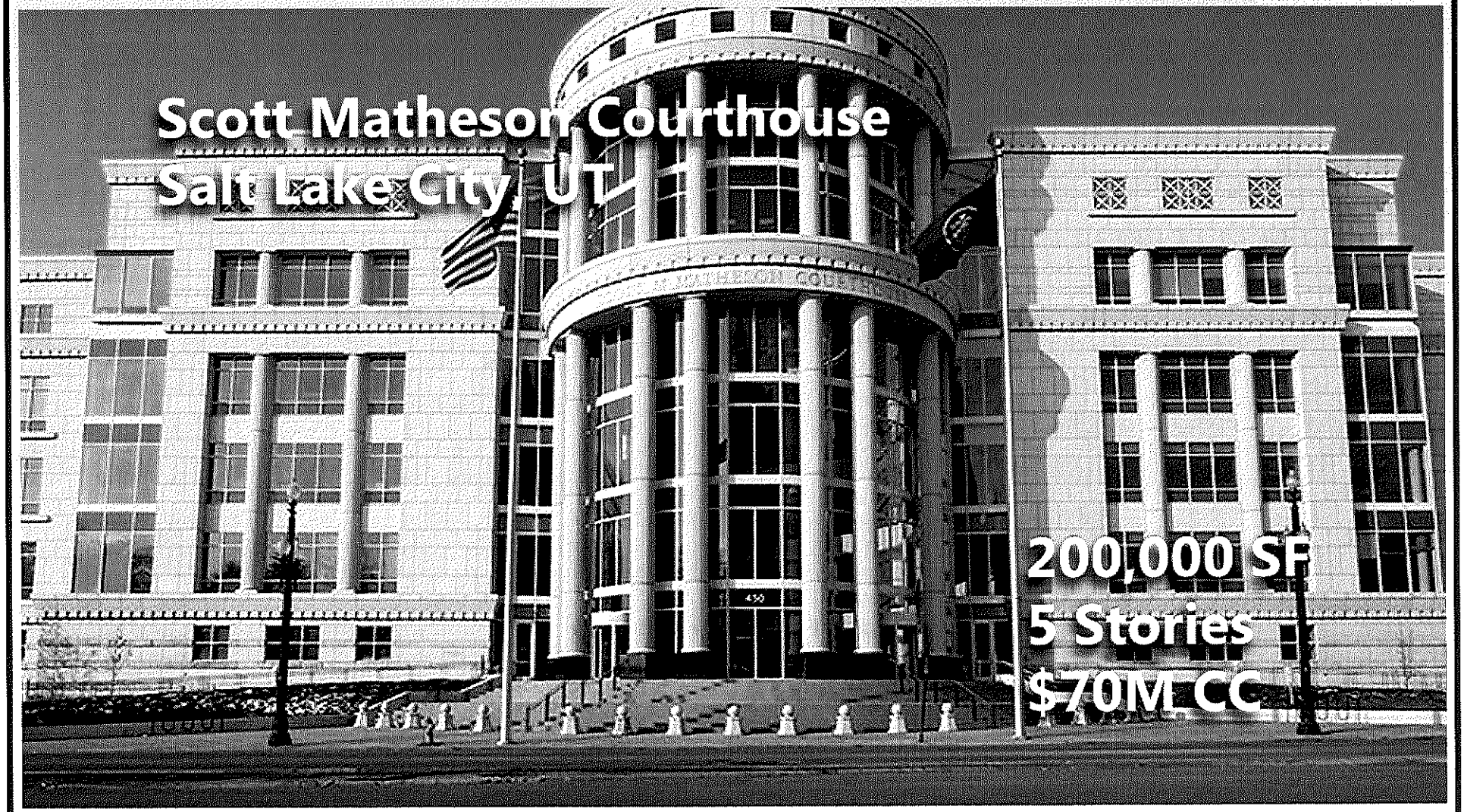
HCCT
Hidalgo County Courthouse Team

Courthouse Experience



HCCT
Hidalgo County Courthouse Team

Courthouse Experience



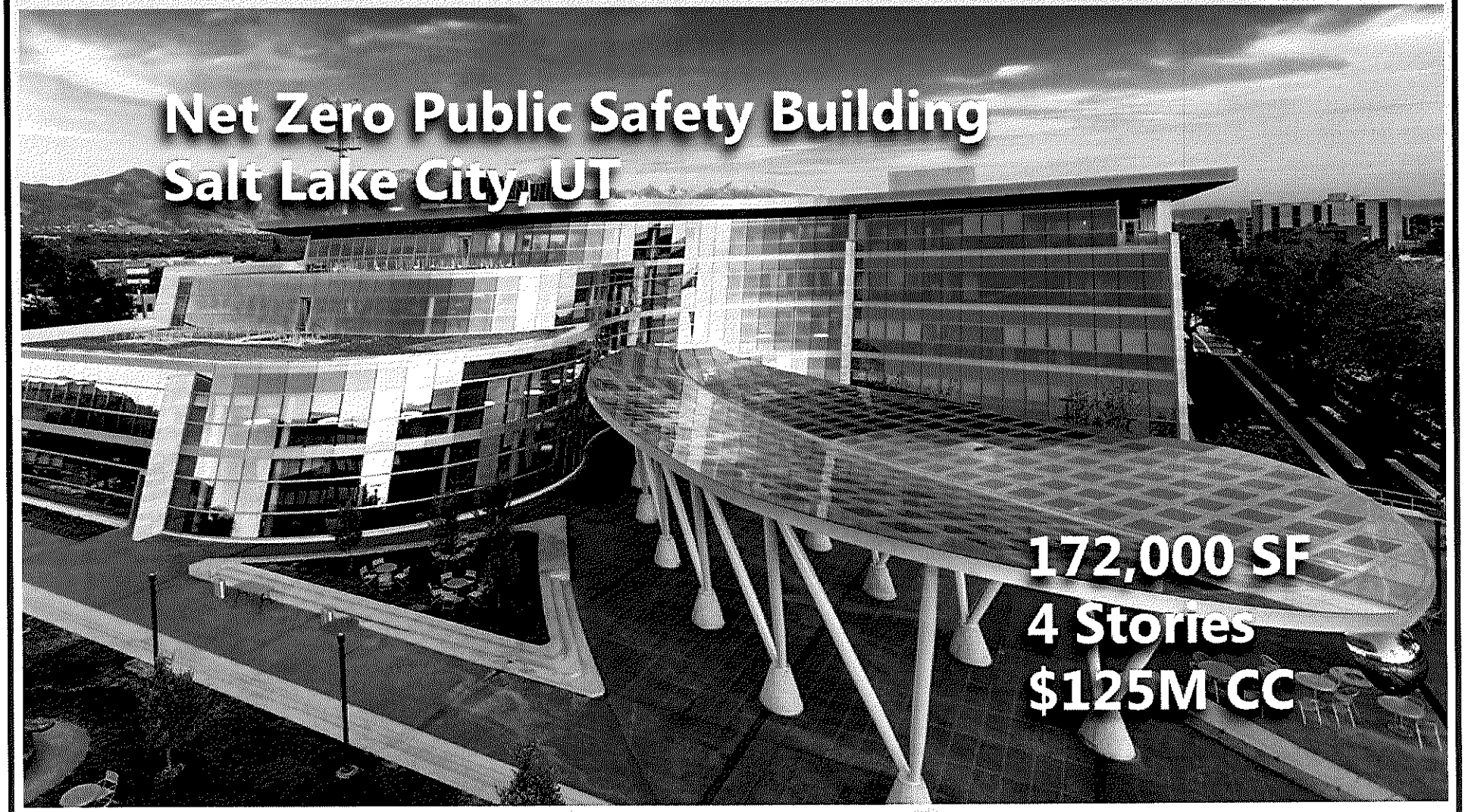
HCCT
Hidalgo County Courthouse Team

Courthouse Experience



HCCT
Hidalgo County Courthouse Team

Courthouse Experience



HCCT
Hidalgo County Courthouse Team

Courthouse Experience



HCCT
Hidalgo County Courthouse Team

Courthouse Experience



HCCT
Hidalgo County Courthouse Team



Hidalgo County

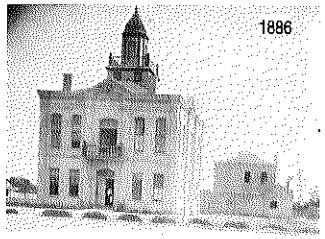
Program Management Services for New County Courthouse

RFQ 2016-267-09-21-HGO

October 13, 2016

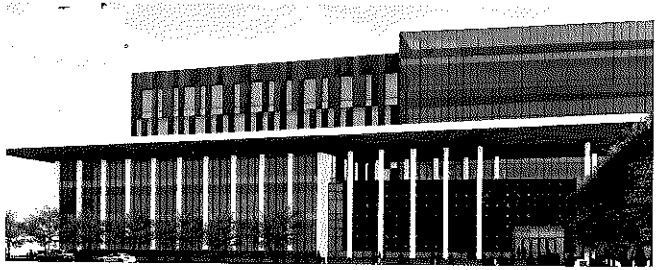
JLL™

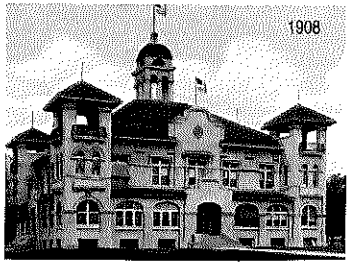
John P. Roberts
Executive Vice President
johnp.roberts@am.jll.com
(713) 888-4004



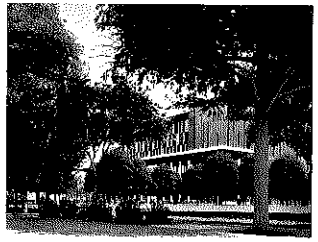


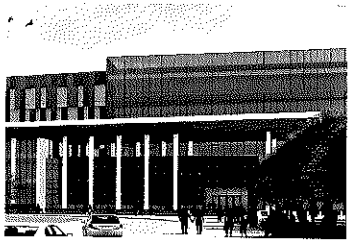


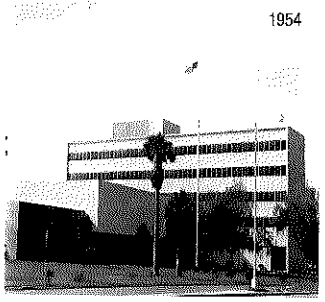


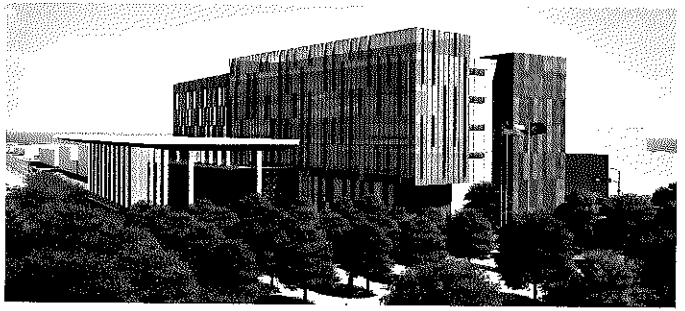












Program Management Services for New County Courthouse

Agenda

- Professional Qualifications
- Experience of Project Team & Ability to Commit Resources
- Relevant Experience
- Understanding of Project
- Familiarity of Applicable Rules & Regulations

Criteria 1: Professional Qualifications

Top Project Management Standard Operating Procedures

Organize Decision Making	Manage Stakeholders	Control Schedule	Manage Budget	Design	Contain Cost	Control Quality	Facilitate Communication
Collaborate with Internal Stakeholders	Administration	Identify Critical Paths	Budget Control	Design Coordination Meetings	Cash Flow Projections	Observe Construction Activities	Establish Trust & Build Relationship
Recognize External Influences	Departmental Staff	Monitor Design & Construction Processes	Detailed Estimates	County Standards	Track Actual Costs	Conduct Weekly Meetings	Define Roles & Responsibilities
Build Consensus	Security	Track County Items/Issues	Create List of Pricing Alternatives	Commissioning & Systems Coordination	Manage Contingency Allocations	Oversee System Operations & Commissioning	Foster Accountability
		Update Schedule Weekly		Document Reviews	Review & Substantiate Contract Pricing	Coordinate Daily Communications	Coordinate Multiple Stakeholders
					Negotiate Change Orders	Oversee Close-Out Process	

We have ongoing projects with real time pricing information. We will negotiate the best prices to stretch project budget the farthest.

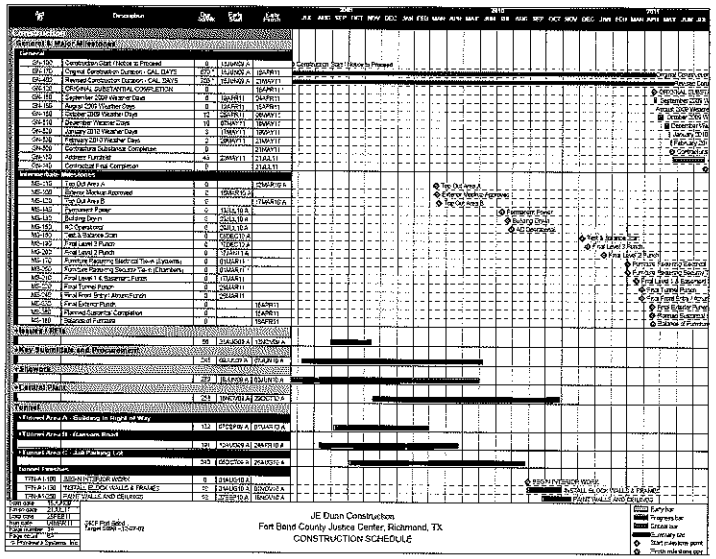
Criteria 1: Professional Qualifications

Effective Time Management & Budget Control

The successful completion of the New County Courthouse Program will begin with an effective launch. Clear Program Goals, Identification of Team Member Responsibilities, Effective Procurement and then "Maintaining the Focus" of all program activities toward one central goal – ***meeting the Schedule Objectives of the Program***.

Design Development Estimate
College Building

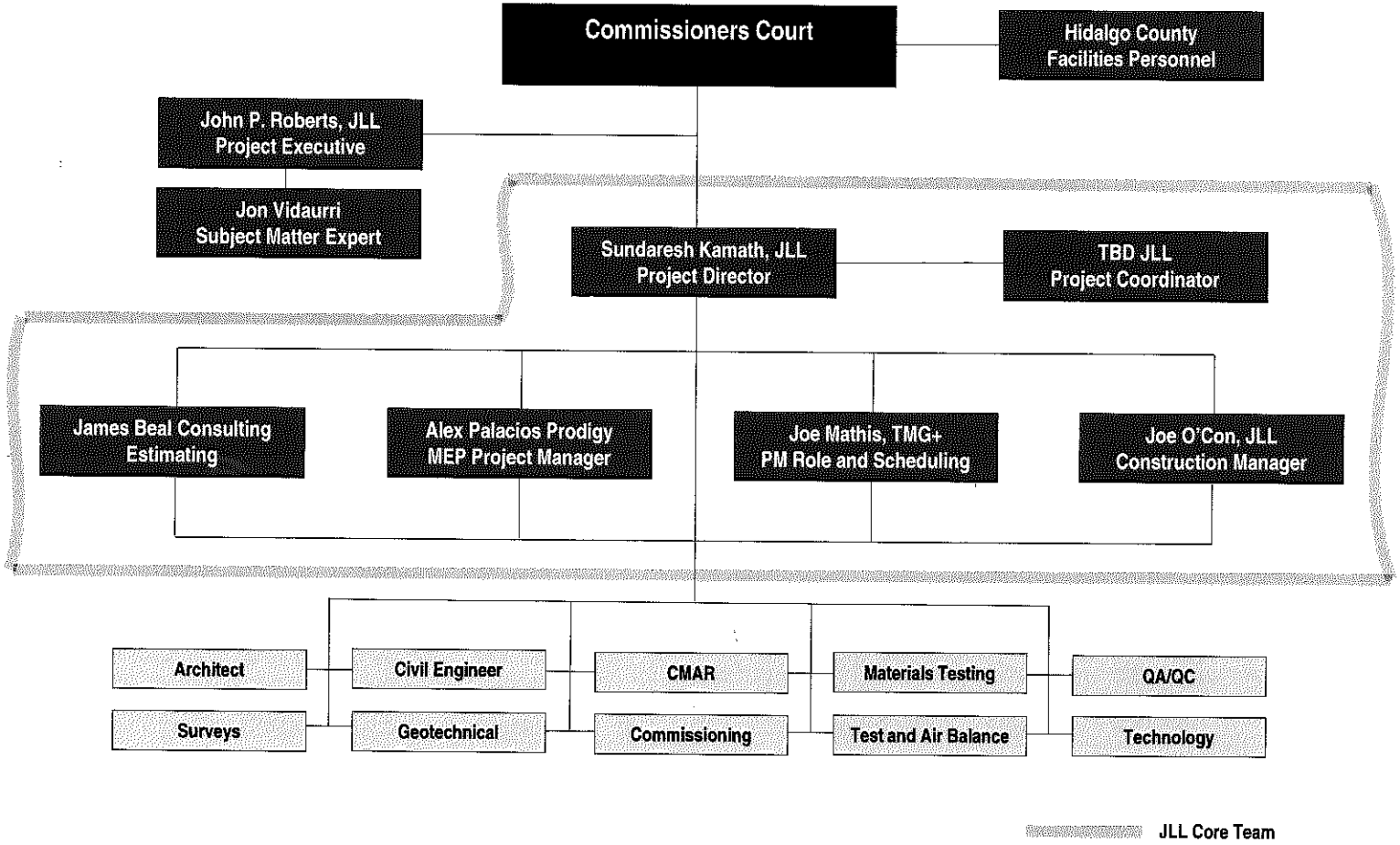
		BUDGET (CCL)	DD ESTIMATE	DIFF BUDGET - ESTIMATE
1	Construction Cost			
	Building	$ 12,547,396	$ 8,746,436	$ 3,800,962
	Site	$ 2,450,000	$ 2,399,473	$ 50,527
2	Construction Cost Escalation			
3	Sub-total Construction	$ 14,997,396	$ 11,145,909	$ 3,851,489
4	Construction Contingency			$ -
5	Sub-Total Contract Award	$ 14,997,396	$ 11,145,909	$ 3,851,489
6	Bid Contingency			$ -
7	A/E Fees (_____%) of line 6]			
	Building	$ 849,096	$ 849,096	$ -
	Site	$ 121,000	$ 121,000	$ -
8	Movable Furnishings, Contractor Managed			
9	Movable Furnishings, College System Managed	$ 1,100,000	$ 1,100,000	$ -
10	Other Work, Contractor Managed			
11	Other Work, College System Managed			
12	Miscellaneous Expenses			
13	Project Contingency			
	Building	$ 810,000	$ 810,000	$ -
	Site	$ 110,000	$ 110,000	$ -
14	Sub-total	$ 17,987,494	$ 14,136,005	$ 3,851,489
15	Administration			
16	TOTAL	$ 17,987,494	$ 14,136,005	$ 3,851,489



Project schedules require constant management due to weather, changes, decisions, labor shortage, etc. Our stature in working these problems out with the Design & Construction Community will keep the Hidalgo County Courthouse Project on schedule.

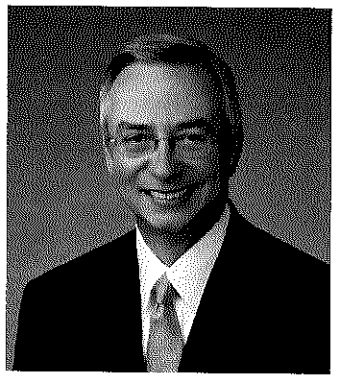
Criteria 2: Experience of Project Team and Ability to Commit Resources

Organizational Chart



Criteria 2: Experience of Project Team and Ability to Commit Resources

Project Leadership

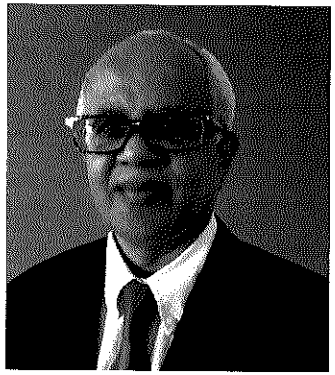


John P. Roberts, LEED AP, OSHA -10
Executive Vice President - JLL
Project Executive

Bachelor of Science – Building Construction
Master of Science – Construction Management

Over $1.0 billion of building construction projects

Experience with Public Entities include Lone Star College System – 2008 and 2014 Bond Programs, Houston Community College – 2013 Bond Program and Aldine Independent School District – 2015 Bond Program.



Sundaresh Kamath, AIA, NCARB, LEED AP
Vice President - JLL
Project Director

Bachelor of Architecture
Master of Science – Building Design
Licensed Architect – State of Texas

International Code Council:
Certified Building Official
Plans Examiner
Building Inspector
Accessibility Inspector

Experience with State, Local Government & Educational Institutions

Criteria 2: Experience of Project Team and Ability to Commit Resources

Project Team



Alex Palacios, CMAA, EIT
President - Prodigy
Construction Management
MEP Project Manager

BS - Mechanical Engineering
Associate of Science - HVACR

Native of Rio Grande Valley with more than 28 years of experience in HVAC and Construction Management

Experience with Various Public Entities in Rio Grande Valley such as Hidalgo County, City of Edinburg, City of McAllen, City of Weslaco, San Perlita ISD, Monte Alto ISD, McAllen ISD, Edcouch-Elsa ISD, La Villa ISD.

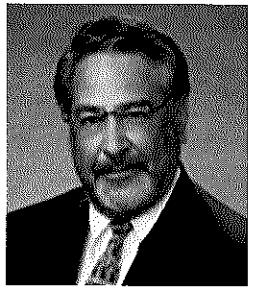


Joseph Mathis
President - TMG
Project Management &
Scheduling

BS – Building Construction & Contracting
A.A.S in Architectural Engineering Technology

Over 35 years of experience in Construction Industry

Experience with Various Public Entities include managing Fort Bend County Courthouse and several courthouse projects for GSA through out the United States.

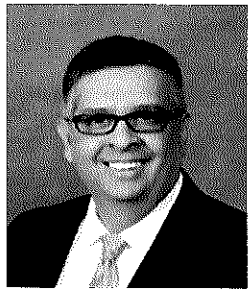


Joe O'Con, OSHA -10
Vice President - JLL
Construction Manager

BA – Environmental Design
OSHA-10 certified

Extensive experience in directing & developing strategic planning scenarios for Occupancy, including Public Entity Houston Community College – 2013 Bond Program.

Numerous Corporate Clients such as BP, Whirlpool, Honeywell, Solectron, Pagenet, Coca Cola and Convergys.



Jonathan Vidaurri
Sr. Vice President - JLL
Subject Matter Expert

BA - Landscape Architecture
Former Commercial General Contractor

Experience with Public Entities include Ellis County Bond Program, City of Fort Worth – Master Plan and Facilities Assessment, Tyler ISD, and University of Texas at Arlington.

Criteria 3: Relevant Experience

Professional Affiliations

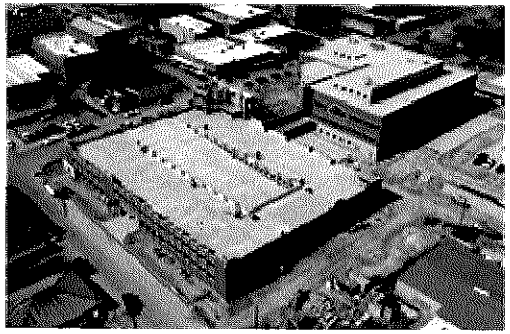
Members of the proposed team are affiliated with following, but not limited to:

- AIA — American Institute of Architects (AIA)
- ICC INTERNATIONAL CODE COUNCIL — International Code Council (ICC)
- LEED — Green Building Certification Inc. (GBCI)
- The Associated General Contractors of America — Associated General Contractors (AGC)
- CMAA — Construction Management Association of America (CMAA)
- ASHRAE — American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)

100% of Team holds an undergraduate/graduate degree in Architecture, Construction, Construction Management or Engineering.

Criteria 3: Relevant Experience

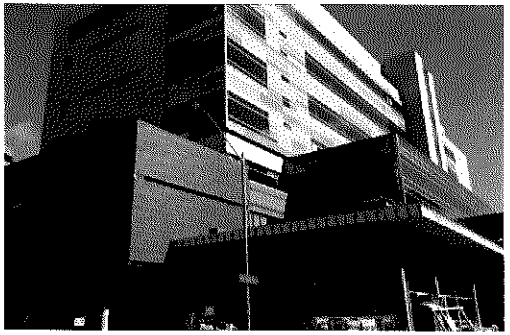
Courthouse Project Management Experience



JLL Ellis County Bond Program
Waxahachie, TX



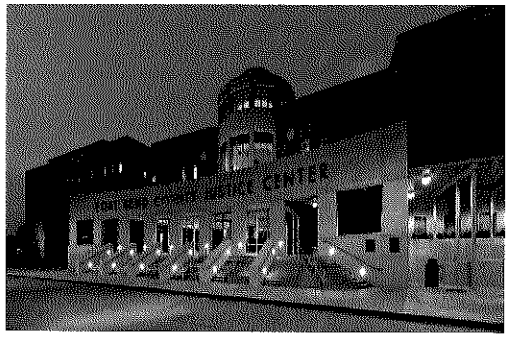
JLL Federal Courts
Reinvestment Project
Los Angeles & Fresno, CA



JLL Waterloo Regional
Courthouse Consolidation,
Kitchener, ON



Prodigy Construction Management LLC
Hidalgo County Court Administration
Tenant Improvements
Hidalgo, TX



TMG+25 THEMATHISGROUP Twenty Five Years of Excellence
Fort Bend County Justice Center
Richmond, TX

Criteria 3: Relevant Experience

Courthouse Project Management Experience



FORT BEND COUNTY
JUSTICE CENTER, Richmond TX

Services Rendered:
Overall Project Management including
Design and Construction Phases of the Project

Year Completed: 2011

Square Footage: 274,000
Construction Cost: $59.6 million
Total Project Cost: $80 million

Architect: PGAL
Construction Manager at Risk: JE Dunn

TMG+25
THEMATHISGROUP
Twenty Five Years of Excellence

Criteria 3: Relevant Experience

Project Management Experience



Conroe Center



Classroom Building

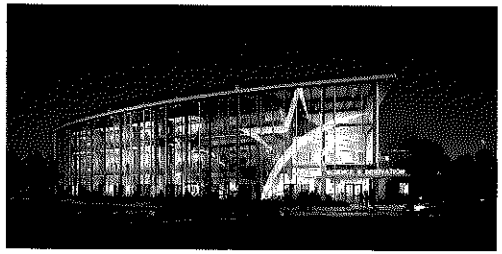
LONE STAR COLLEGE SYSTEM

$120M 2008 Bond Program
5 Campuses

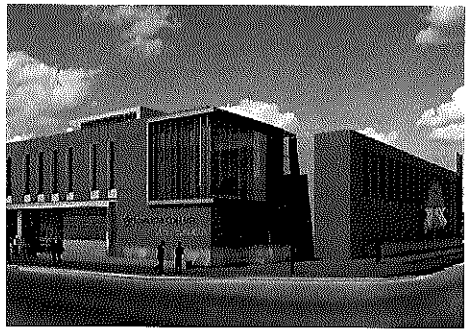
LONE STAR COLLEGE SYSTEM

$485M 2014 Bond Program
6 Campuses

- **Owner Controlled Insurance Program (OCIP)**



University Park Science Building

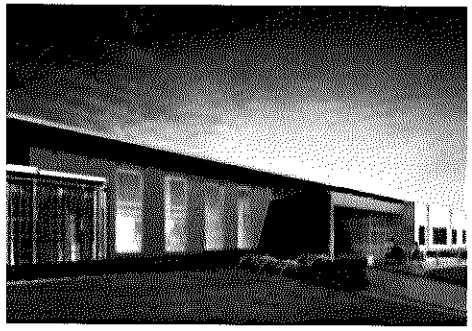


Process Technology Center

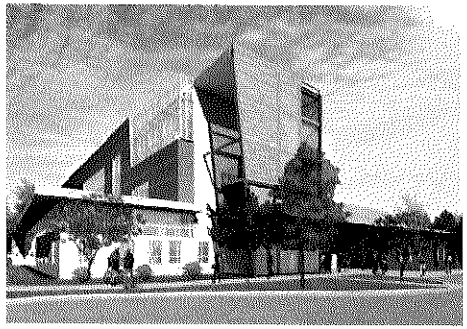
We have experience with all project Insurance types, including Owner Controlled Insurance Program (OCIP).

Criteria 3: Relevant Experience

Project Management Experience



Stafford New Workforce Building



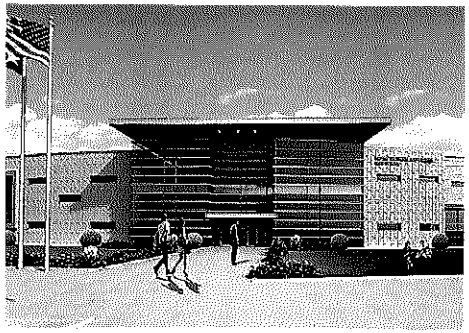
The West Houston Institute Northwest College

HCC
HOUSTON COMMUNITY COLLEGE

$141M 2013 Go Bond Program
6 Campuses

ALDINE INDEPENDENT SCHOOL DISTRICT
EXCELLENCE

$420M 2015 Bond Program
New Construction – 12 Schools



CTE High School



Early College High School

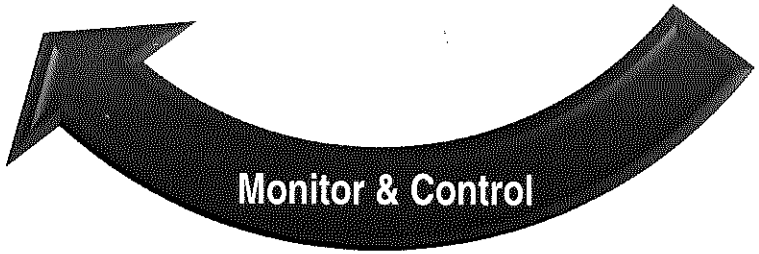
Criteria 4: Understanding of Project

Demonstrate and understanding of the scope of services.

Our ***five-phase process*** management process ensures our project management team will navigate each stage of the County Courthouse Project



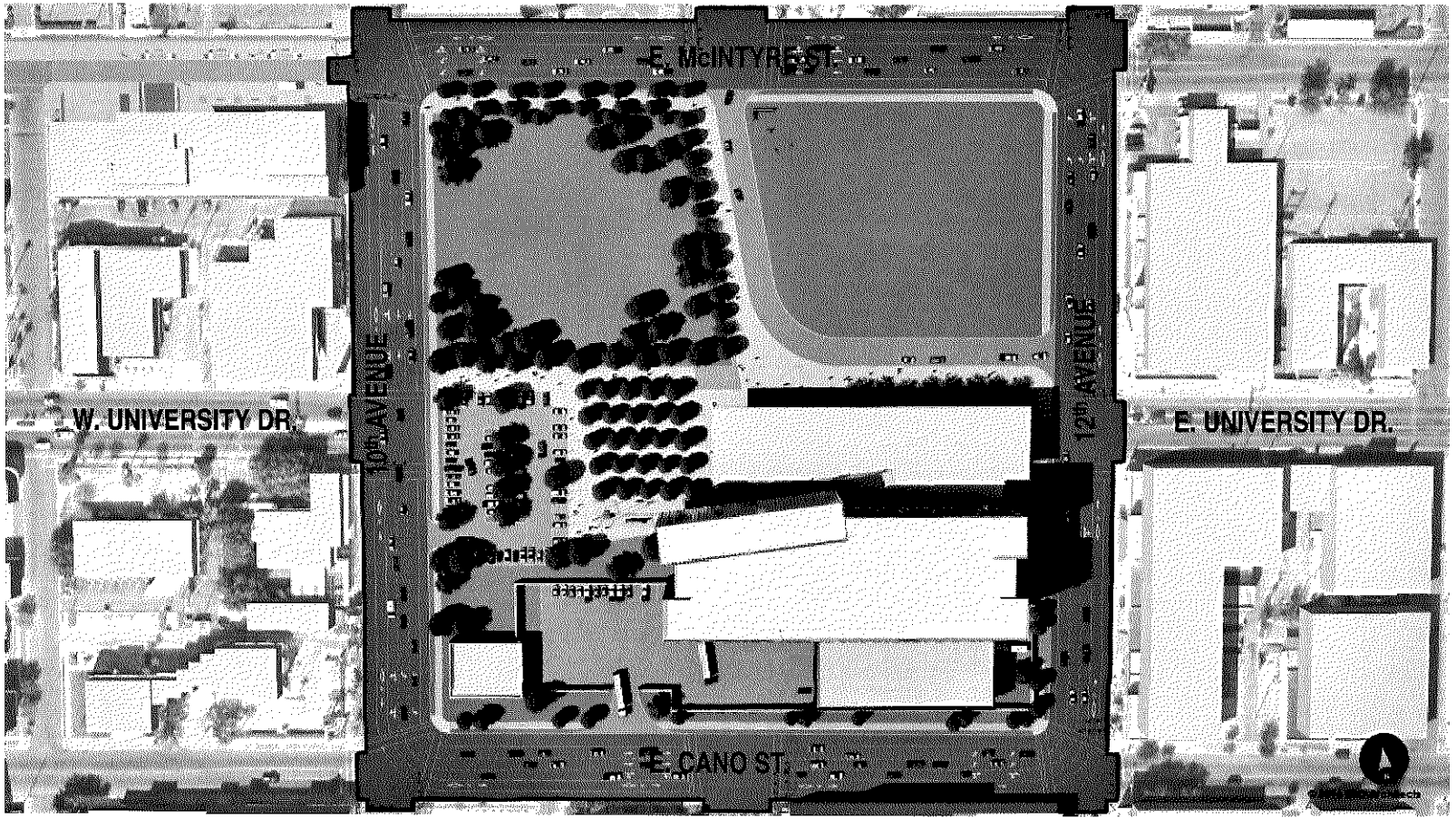
Initiate	Plan	Design	Construct	Close
Transition project knowledge	Conduct Client Visioning	Manage the design process	Communicate project status	O & M Manuals
Review client agreement	Prepare Schedule	Update the Budget	Obtain approvals	Final billings and lien releases
Project Funding	Prepare Budget	Update the Schedule	Manage construction process	Final commissioning
Due Diligence	Plan procurement strategy	Manage procurement of vendors	Manage Vendors	Complete project close
Validate Budget assumptions	Plan risk and value management strategy	Validate project scope	Manage FF&E installations	Complete financial close-out
Validate Schedule assumptions	Plan project close	Incorporate commissioning standards	Manage move / occupancy	
	Conduct Client Visioning			
	Conduct Programming			



From Current Schematic Design to Project Completion — Seamless Process with On-Time Deliverables.

Criteria 4: Understanding of Project

PLANS
Site Plan



JLL

Criteria 4: Understanding of Project

Understanding of the Scope of Services

Identify Information to be gathered or obtained/proposed approach to complete the scope

Criteria 4: Understanding of Project



Criteria 4: Understanding of Project

Identify Information to be gathered or obtained/proposed approach to complete the scope

Explore and Fully Understand the Ramifications of Closure of Business 281 (N. Closner Blvd).

- Water, Sewer, Gas, Fiber, Electric, Cable
- Schedule and Cost

Do Surrounding Streets Have the Capability to Accept Relocated Utilities?

Is the Current Courthouse Serviced From any of the Utilities that Need to be Relocated?

Gain Consensus and Resolve ALL Cost Sharing Issues.

- Hidalgo County Drainage District 1
- City of Edinburg
- Metropolitan Planning Organization (MPO)
- Texas Department of Transportation (TXDOT)



Our experience in working with a variety of professional consultants will allow us to assist Hidalgo County in negotiating favorable contracts.

Criteria 5: Familiarity with Applicable Rules and Regulations

Our Team is aware and familiar with applicable rules and regulations surrounding the proposed new courthouse project.

An extensive list is included in TAB 5 of our Statement of Qualifications

International Building Codes, Unified Development Code, Health, Utilities, Memorandum of Understandings (MOU)

Drainage District No. 1, Metropolitan Planning Organization (MPO), Fire Marshal Regulations

Title 37 of TAC Public Safety & Corrections, TX Local Government Code Ch. 262 Purchasing & Contracting Authorities of Counties, Ch. 2269 of Govt. Code, TX DOT Rules and Regulations, TDLR (Accessibility)

FEMA, FAA (for Building Height & Construction Cranes)

Next Steps

Finalize Selection of Architectural Firm

- Resume Design Efforts.

Finalize Placement of New Building on Site

- Weigh Pros and Cons of closure of Business 281 on project schedule and cost.

Solicit and Select a Construction Manager at Risk(CMAR)

Coordinate with Other Public Agencies

- Hidalgo County Drainage District 1
- City of Edinburg
- Metropolitan Planning Organization (MPO)
- Texas Department of Transportation (TXDOT)



Coordinate any Surrounding Issues

- UTRGV, EEDC, ECISD, AEP

Decide if Building is to be Designed to LEED Status (Green Building)

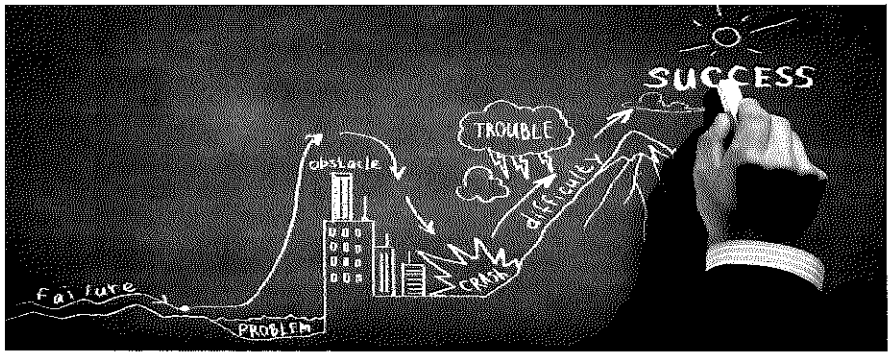
Explore Neighboring Parking Opportunities (For use during construction)

A Strong Finish begins with a Well Planned and Effective Start

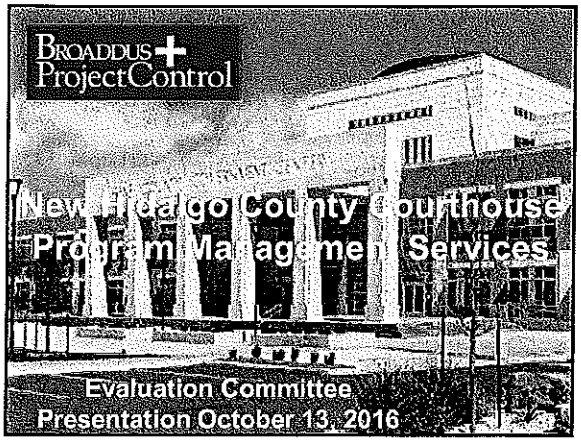
It's a long race and we have the experience to deliver the New Courthouse – on time and within budget.

We thank you for the opportunity to present our company and our proposed team. **Through our Program Management approach, we will successfully deliver the Hidalgo County New Courthouse.**





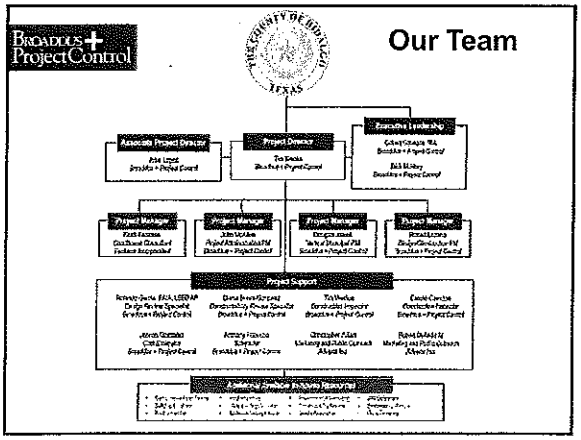
JLL



Our Team

- Broaddus & Associates
  - 16 Years in the Valley
  - $8 Billion in Projects
- Project Control
  - 39 Years in Business
  - $12 Billion in Projects
- Fentress
  - 950 Federal, State, Local Court Facilities
  - Texas Project Locations Include: Houston, Corpus Christi, McAllen, Laredo, Brownsville
- Advertir
  - 38 Years in McAllen
  - Community Outreach & Public Relations
- Raba Kistner, A Family of Companies
  - 30 Years in the Valley, McAllen Office
  - Parent Company of Project Control

Our Team



Our Approach

Program Management is Our Only Business

- Experienced in Courthouse Projects
- Team Builders
- Experienced Design Managers
- Budget & Cost Control Managers
- Schedule Managers
- Document Control
- Stewards of the Community

FENTRESS

VERTIS

RABA KISTNER
A FAMILY OF COMPANIES

What We Know

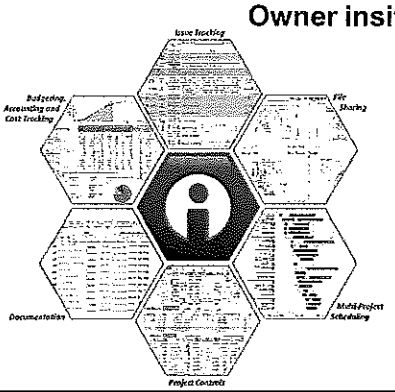
- Courthouse Economic Driver
- Edinburg Downtown Revitalization – City Participation
- Local Funds
- Downtown Drainage
- Old U.S. Business 83 Closure
- Most Economical Courthouse Design
- Existing Courthouse
- Construction Manager @ Risk Project Delivery
- Owner Controlled Insurance Program (OCIP)
- Maximize Local Participation

Keys To Success

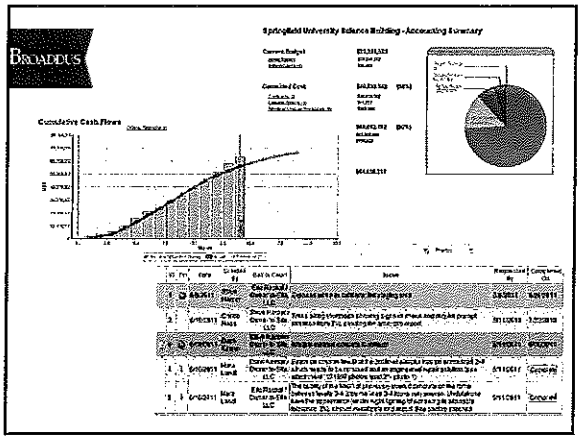
- Understand all Issues, Phasing, Disruptions, etc.
- Manage Design of the Total Project Budget
- Innovation
- Transparency
- Schedule Management
- Quality
- Public Information – Effective Communication

BROADDUS

Owner insite®



BROADDUS



BROADDUS Project Control

Why This Team?

- Courthouse Experts
- National, State and Local Experience
- Most Recent County Courthouse - Hays
- Program Management is Our Only Business
- We will Demonstrate Value/Payback
- Team Proven Success
- Local Experience
- Local Presence

Fentress - 950 Cthses. in nation

Broadbus Project Control

Questions



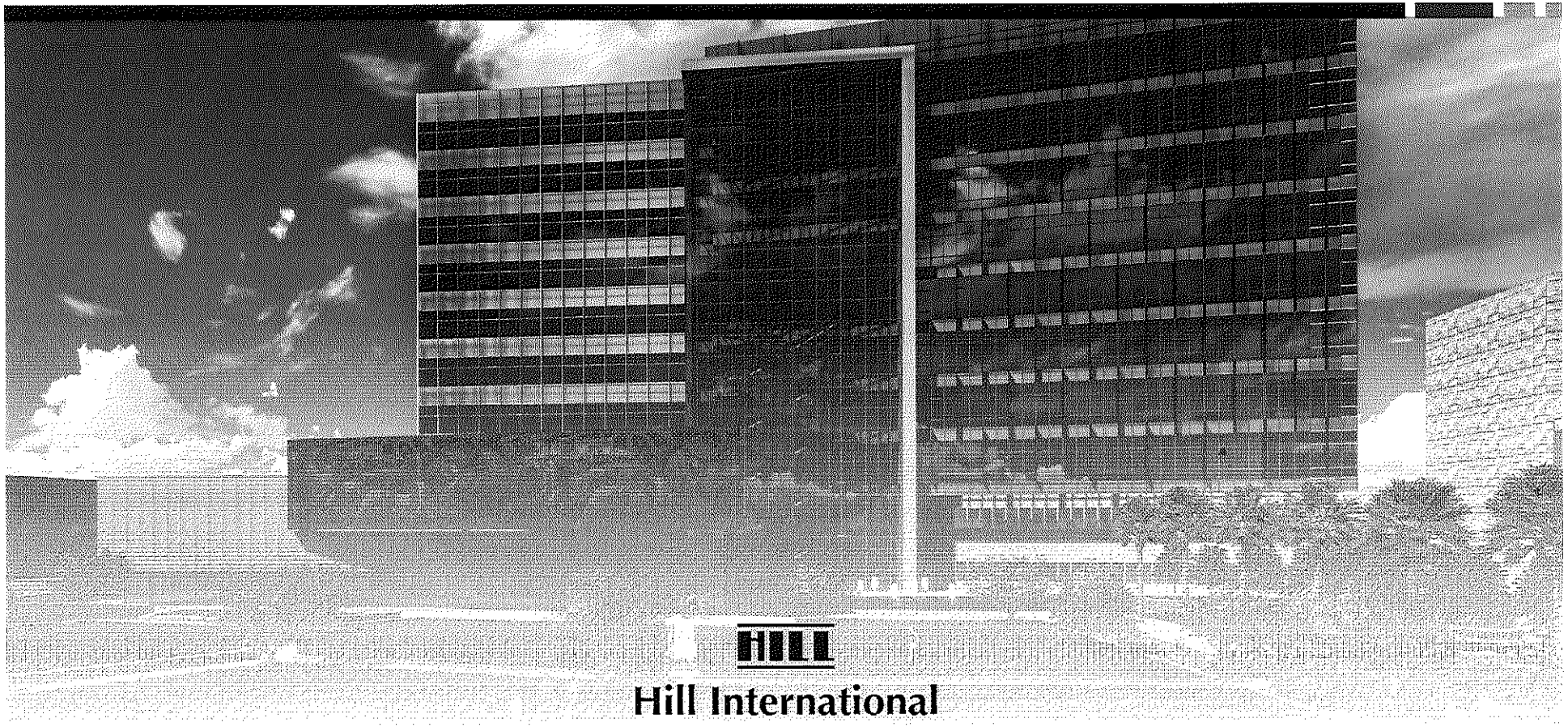




HIDALGO COUNTY PURCHASING DEPARTMENT

PROGRAM MANAGEMENT SERVICES FOR NEW COUNTY COURTHOUSE

October 13, 2016



Hill International

S&B INFRASTRUCTURE, LTD.

FOSTER CMGROUP

Experience

150

Courthouses, Criminal Justice Facilities and Jails

worth

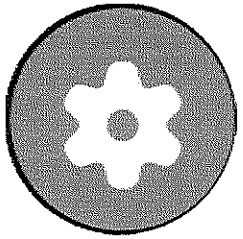
$5 Billion

Management Philosophy



Capture and Memorialize Program Goals

Stay the Course



Project Controls

Budget / Cost Management

Change Order Management

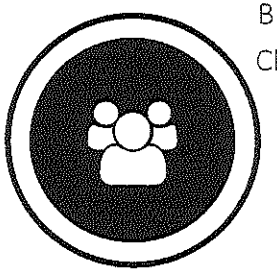
Schedule Oversight



Mitigate Risks

Identify, Assess and Respond

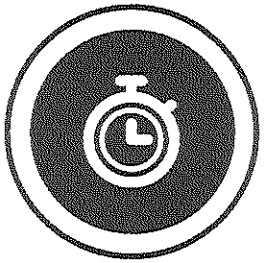
Control Contracts and Insurance



Team

Drive the Program

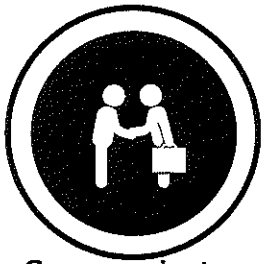
Keep A/E & CMAR on Point



Manage to an Expected Result

Set Realistic Milestones and Meet Them

Operate Efficiently



Communicate Processes

Stay Informative and Transparent

Hill International

References

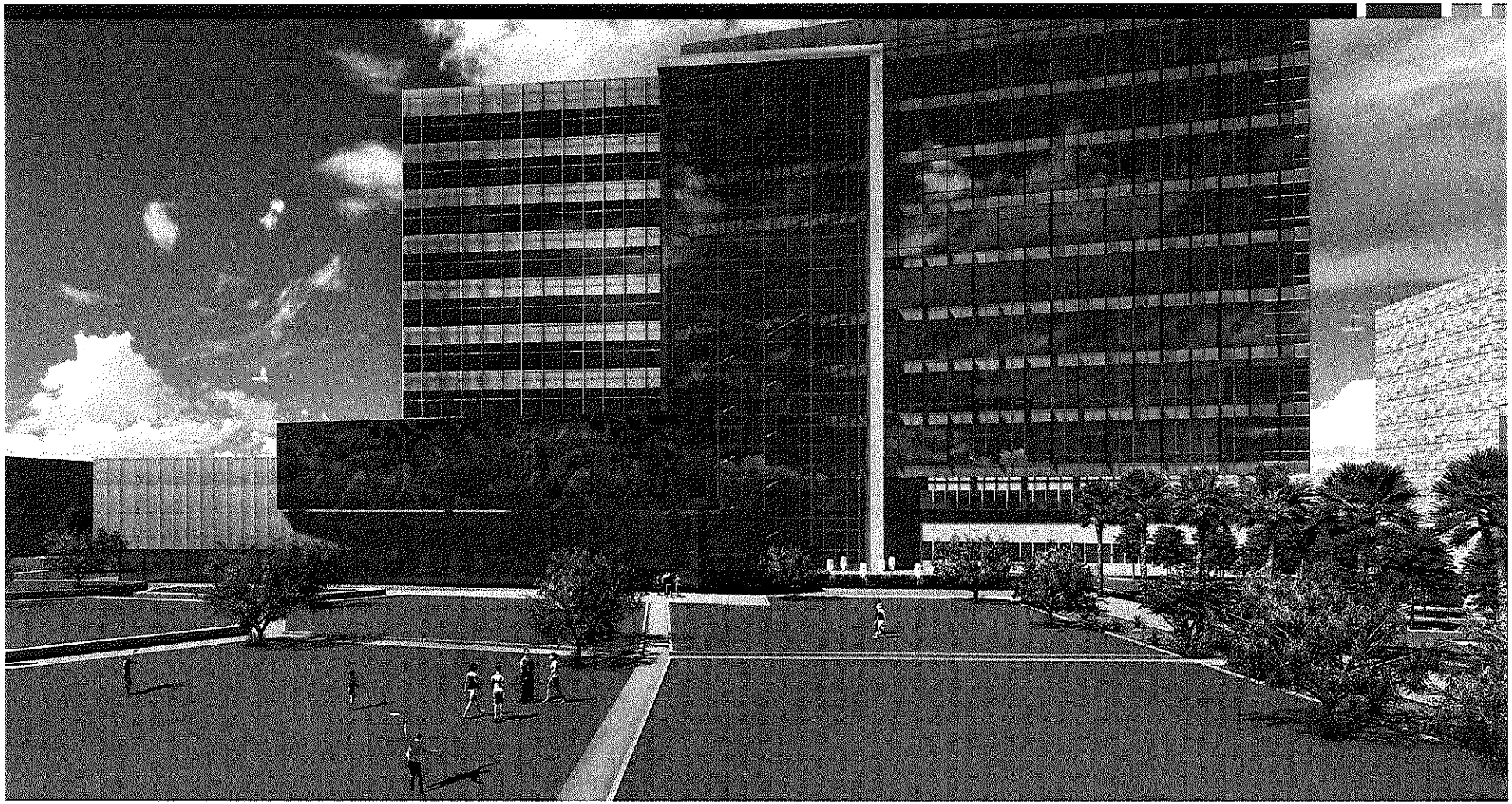
Dallas County

- Commissioner John W. Price: 214/653-6671
- Commissioner Dr. Elba Garcia: 214/653-6670
- County Administrator Darryl Martin: 214/653-7327

LaSalle County

- County Judge Joel Rodriquez: 830/879-4430

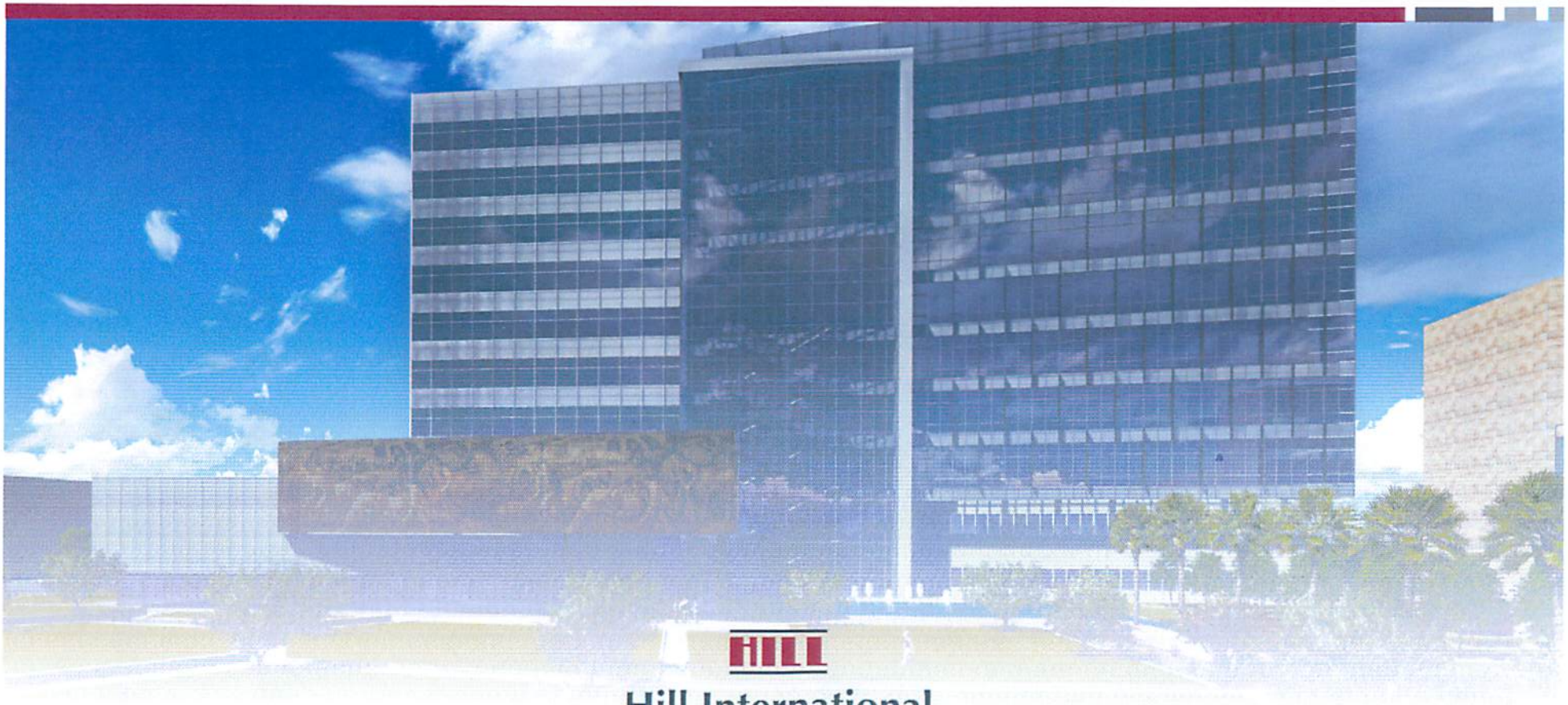
Questions & Answers



HIDALGO COUNTY PURCHASING DEPARTMENT

PROGRAM MANAGEMENT SERVICES FOR NEW COUNTY COURTHOUSE

October 13, 2016



HILL

Hill International

S&BI

FOSTER CMGROUP

Experience

150

Courthouses, Criminal Justice Facilities and Jails

worth

$5 Billion

Hill International

Management Philosophy



Capture and Memorialize Program Goals

Stay the Course



Project Controls

Budget / Cost Management

Change Order Management

Schedule Oversight



Mitigate Risks

Identify, Assess and Respond

Control Contracts and Insurance



Team

Drive the Program

Keep A/E & CMAR on Point



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LaSalle County

- County Judge Joel Rodriquez: 830/879-4430

Questions & Answers



Presentation to Hidalgo County Commissioner's Court

Program Management Services for

NEW COUNTY COURTHOUSE FOR HIDALGO COUNTY

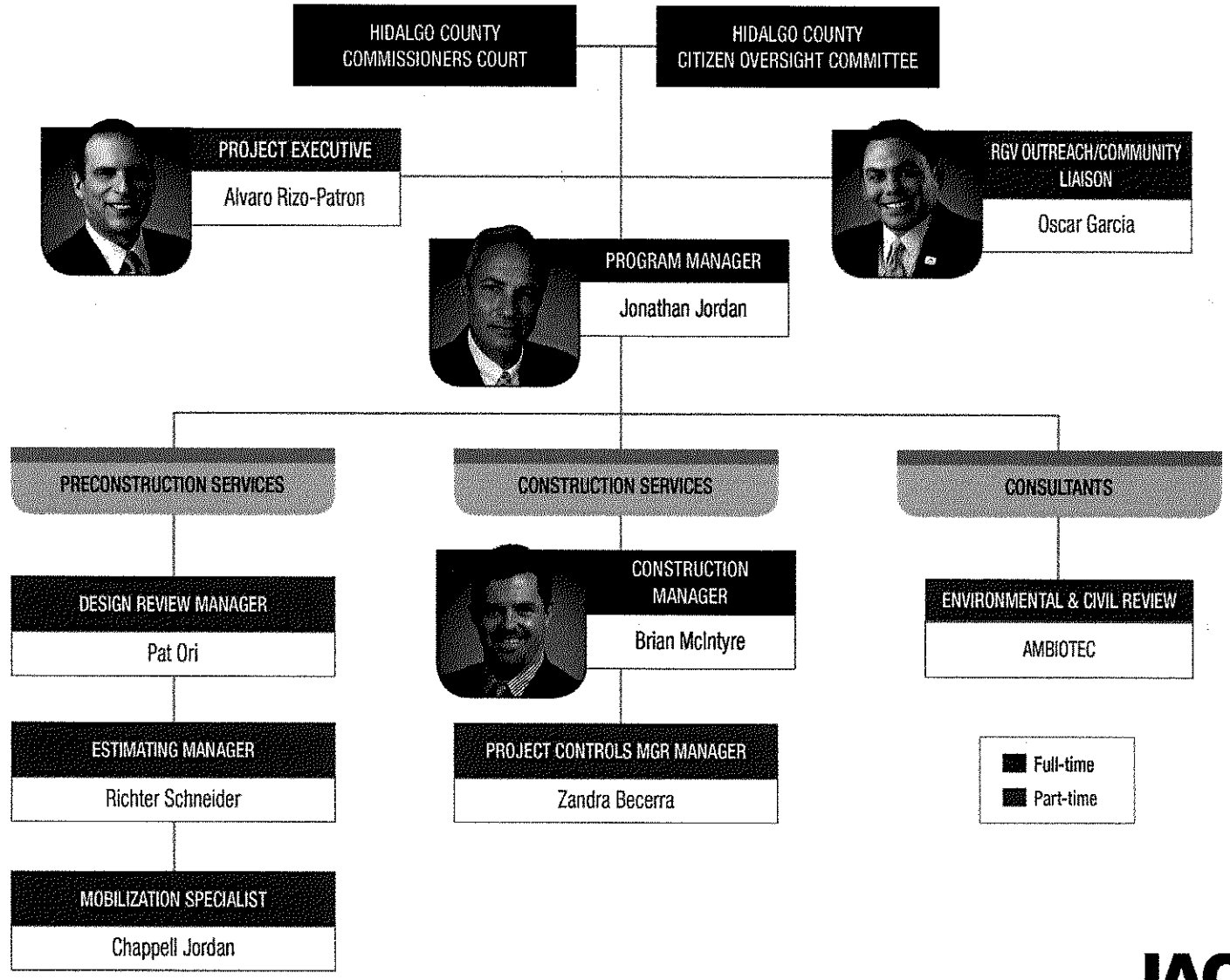
RFQ No 2016-267-09-21-HGO

JACOBS

October 13, 2016

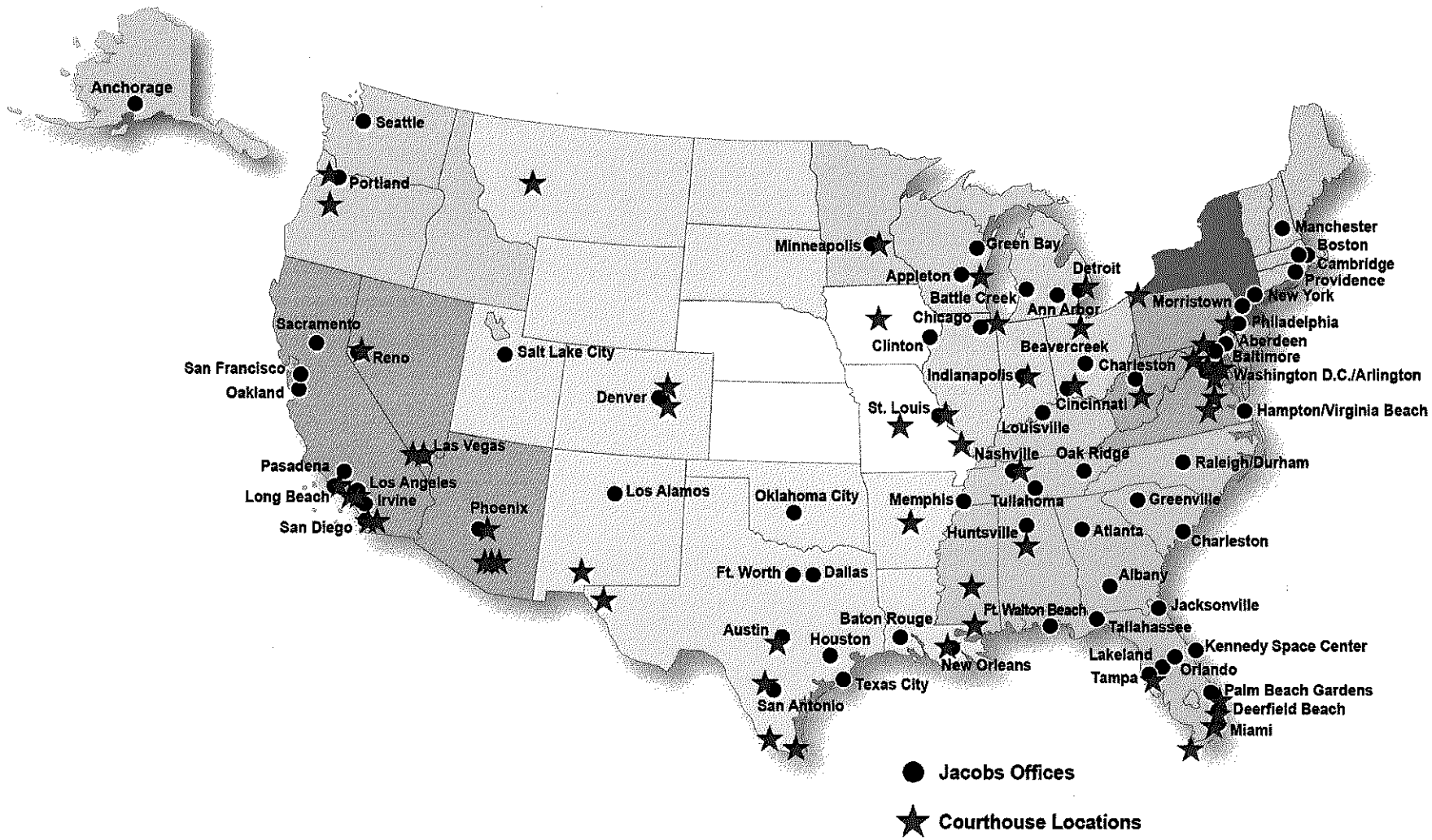


Relevant Personal Experience



JACOBS®

National Courthouse Experience

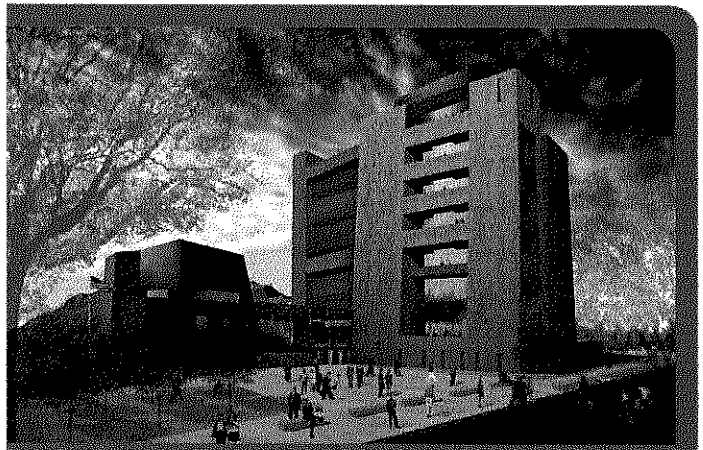


JACOBS®

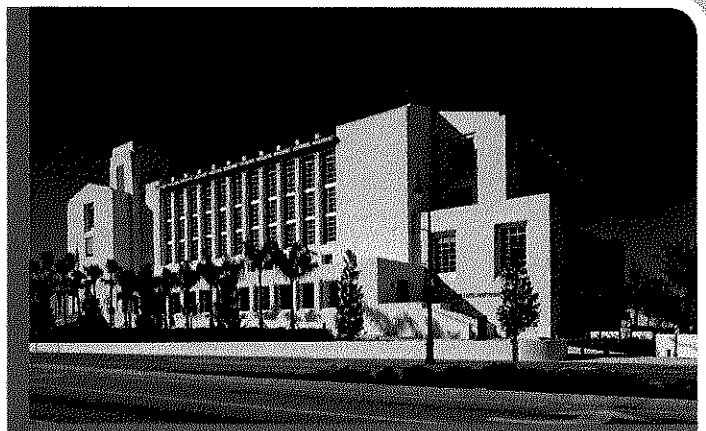
National Courthouse Experience



Hipolito Garcia U.S. Post Office & Court House
San Antonio, TX



Albert Armendariz Sr., U.S. Courthouse
El Paso, TX



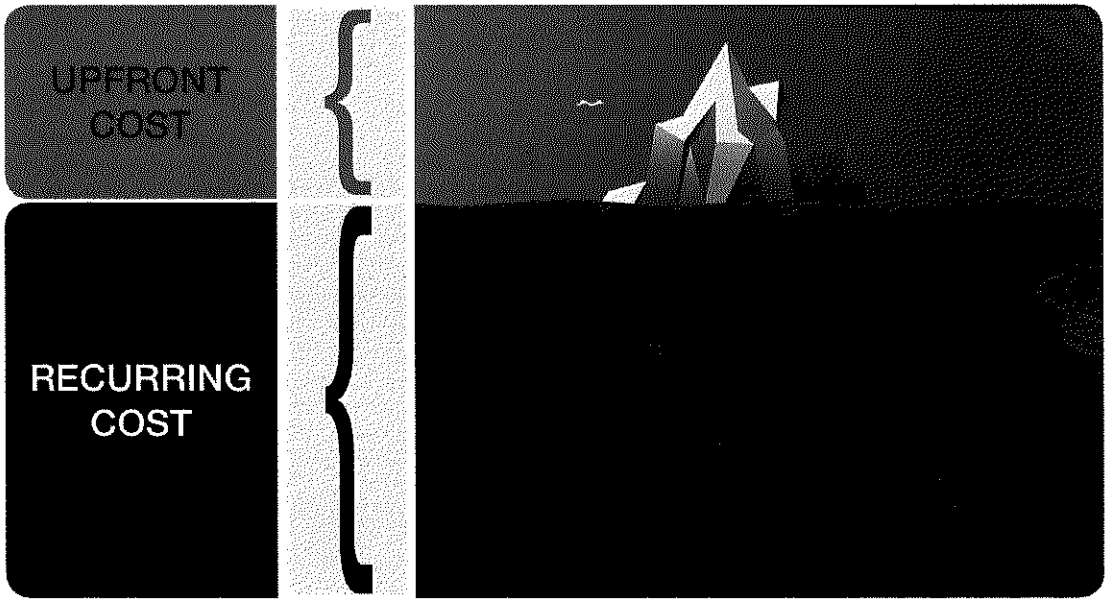
Alto Lee Adams, Sr. U.S. Courthouse
Fort Pierce, FL



Denver Justice Center Complex
Denver, CO

JACOBS®

Total Cost of Ownership



Ideal Solutions for Hidalgo County

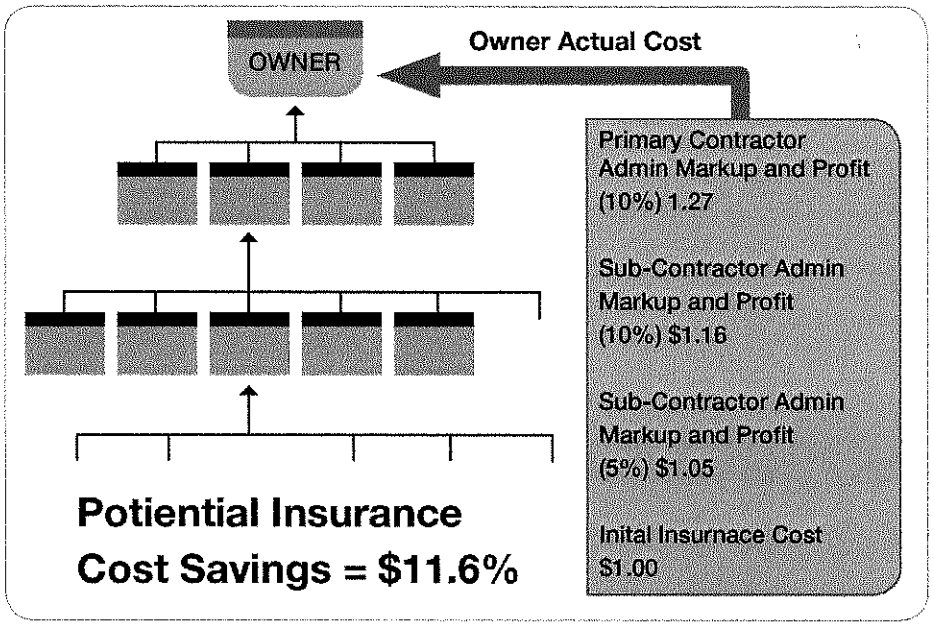
Whole Life Costs:

- Planning
- Design
- Construction
- Operations/Staffing
- Maintenance
- Renewal/Rehabilitation
- Replacement/Disposal

JACOBS®

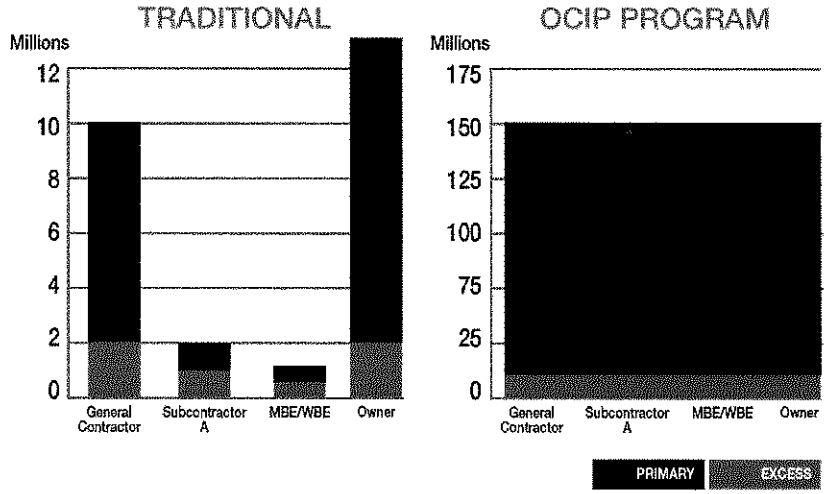
Owner Controlled Insurance Program (OCIP)

COST SAVINGS CONTRACTOR MARKUPS



ASSET PROTECTION

LIMITS OF INSURANCE

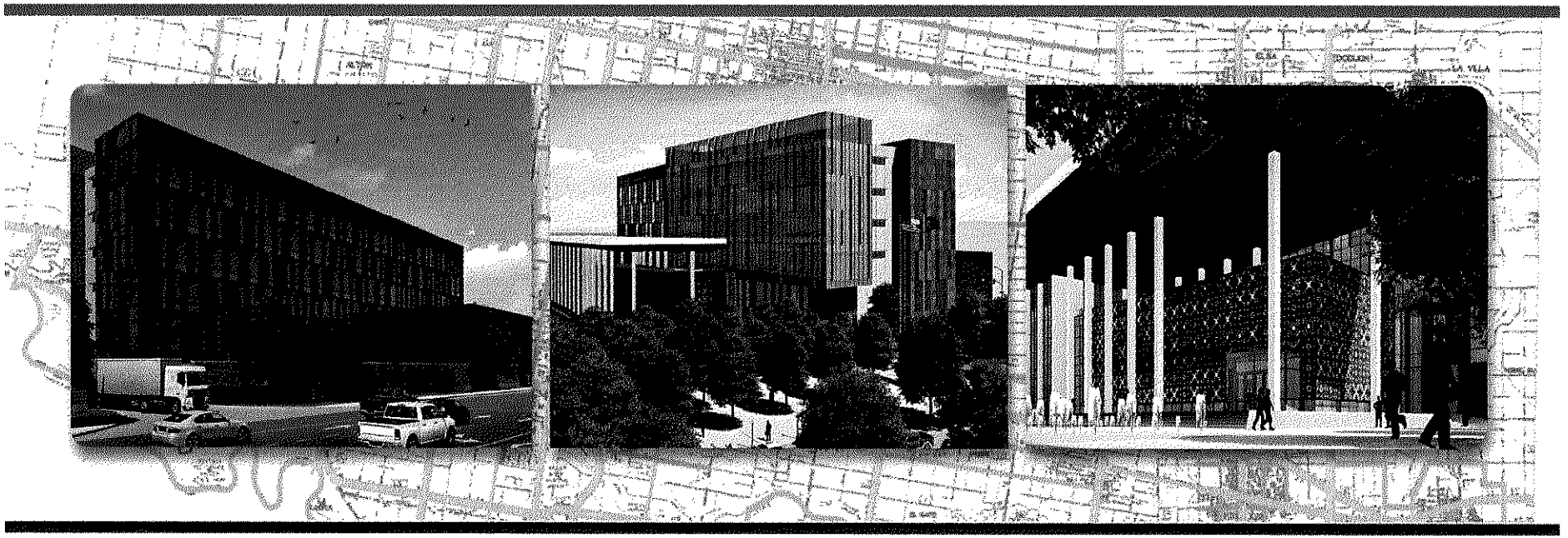


Provides better coverage and savings for Hidalgo County

Allows for greater local/small and HUB participation

JACOBS®

Benefits to Local Community



Serve growing justice needs ✓

Catalyst for economic growth ✓

Build local firm capacities ✓

JACOBS®

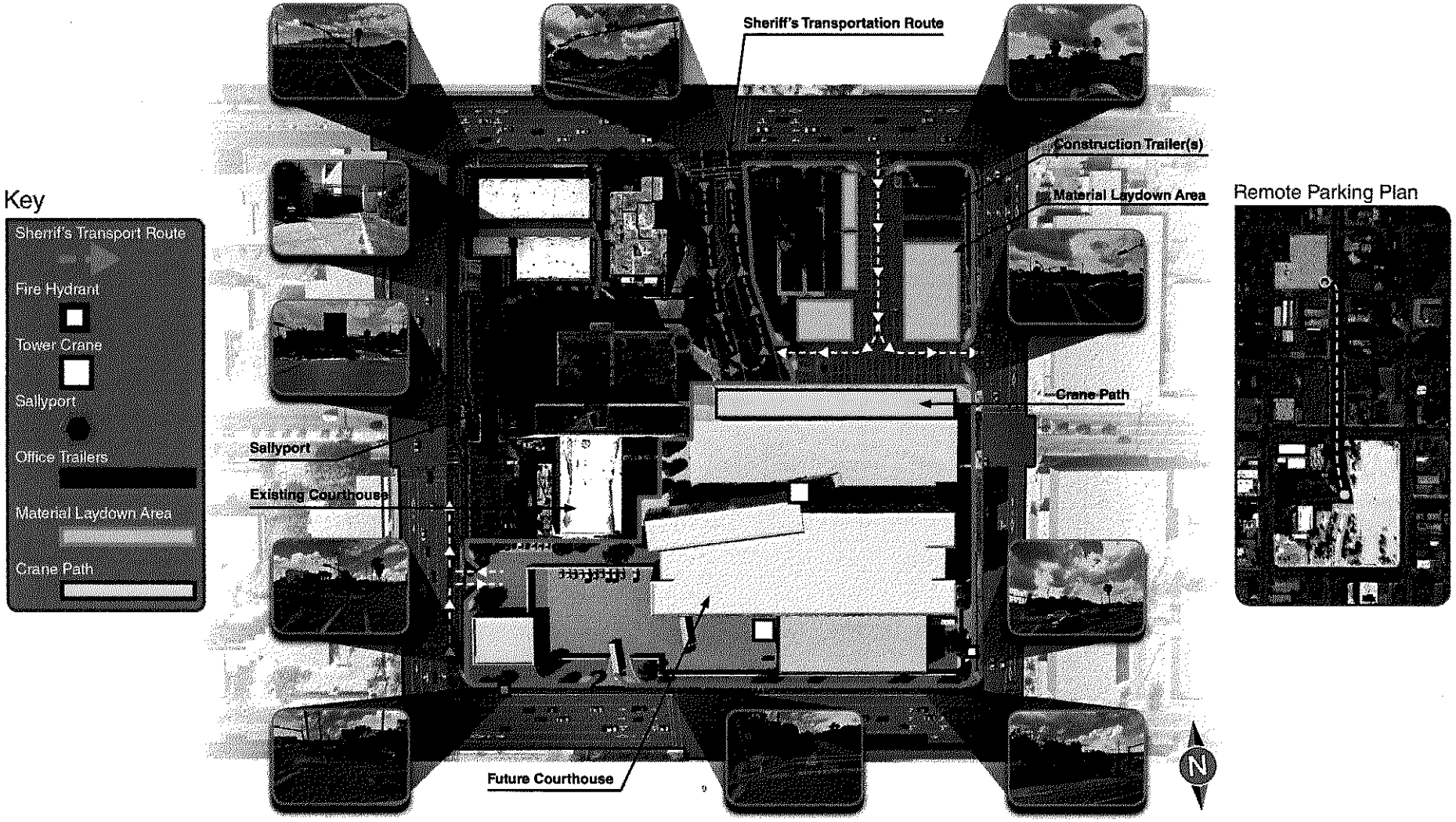
Commitment



Our pledge is to deliver a memorable New County Courthouse that will be the proud legacy of the citizens of Hidalgo County for generations to come.

JACOBS®

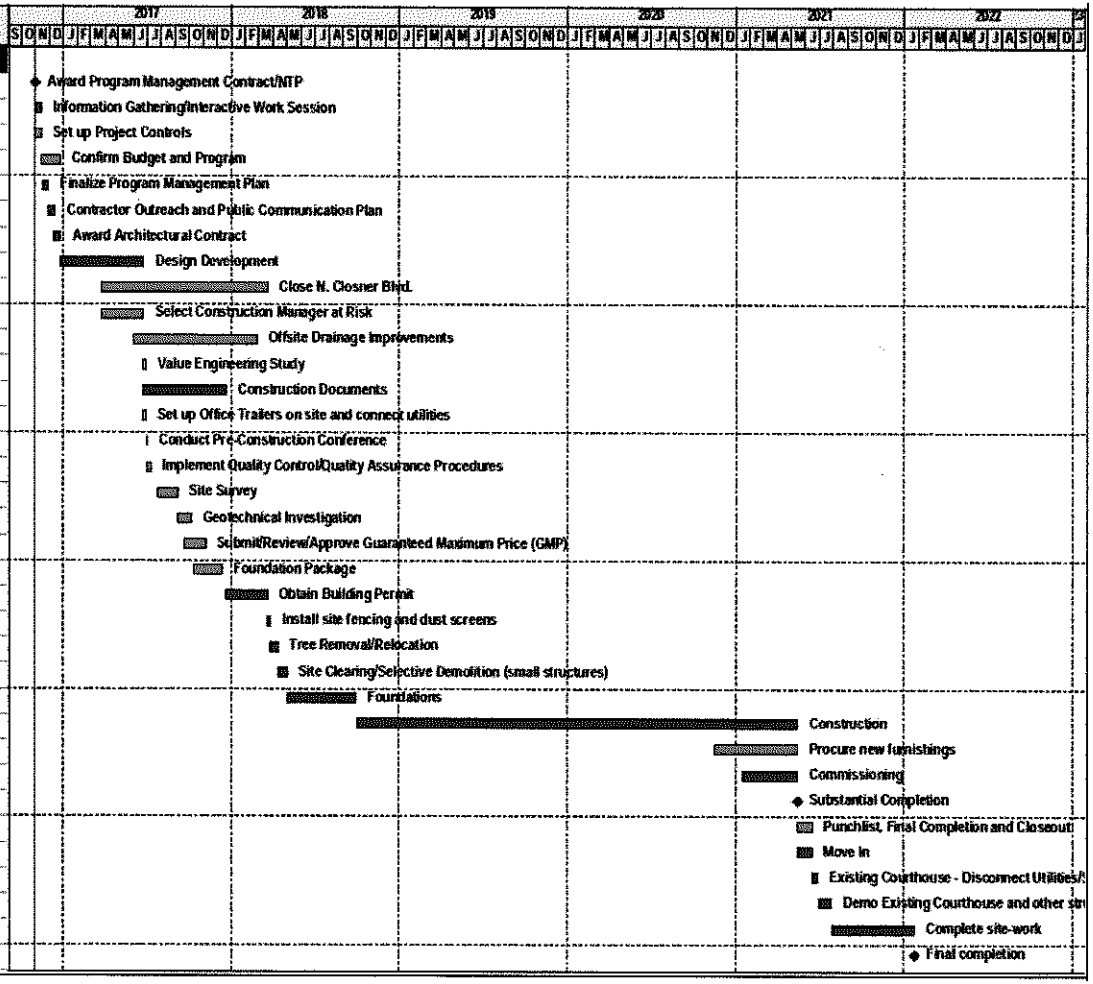
Hidalgo County Courthouse - Preliminary Logistics Plan



JACOBS®

Hidalgo County Courthouse - Preliminary Schedule

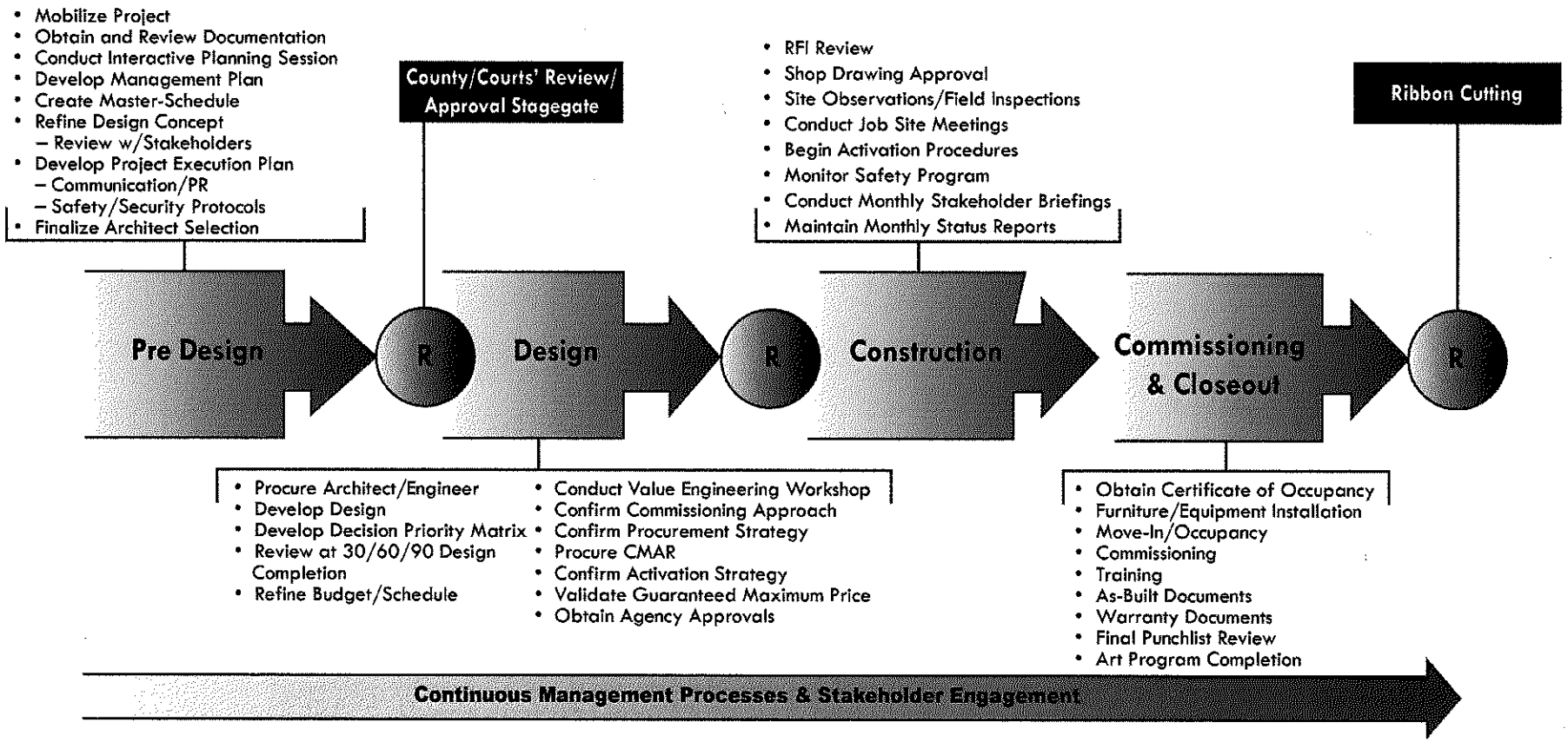
Activity ID	Activity Name	Original Duration	Start	Finish
Hidalgo County Courthouse		1912	01-Nov-16	25-Jan-22
A1000	Award Program Management Contract/NTP	0	01-Nov-16	
A1010	Information Gathering/Interactive Work Session	14	01-Nov-16	14-Nov-16
A1030	Set up Project Controls	14	01-Nov-16	14-Nov-16
A1060	Confirm Budget and Program	40	14-Nov-16	23-Dec-16
A1020	Finalize Program Management Plan	14	15-Nov-16	28-Nov-16
A1040	Contractor Outreach and Public Communication Plan	14	29-Nov-16	12-Dec-16
A1050	Award Architectural Contract	14	12-Dec-16*	25-Dec-16
A1070	Design Development	180	26-Dec-16	23-Jun-17
A1170	Close N. Closner Blvd.	360	25-Mar-17	20-Mar-18
A1110	Select Construction Manager at Risk	90	26-Mar-17	23-Jun-17
A1160	Offsite Drainage Improvements	270	01-Jun-17*	25-Feb-18
A1080	Value Engineering Study	7	24-Jun-17	30-Jun-17
A1120	Construction Documents	180	24-Jun-17	20-Dec-17
A1190	Set up Office Trailers on site and connect utilities	7	24-Jun-17	30-Jun-17
A1230	Conduct Pre-Construction Conference	1	01-Jul-17	01-Jul-17
A1220	Implement Quality Control/Quality Assurance Procedures	7	02-Jul-17	08-Jul-17
A1090	Site Survey	45	24-Jul-17	06-Sep-17
A1100	Geotechnical Investigation	30	07-Sep-17	06-Oct-17
A1130	Submit/Review/Approve Guaranteed Maximum Price (GMP)	45	22-Sep-17	05-Nov-17
A1150	Foundation Package	60	12-Oct-17	10-Dec-17
A1140	Obtain Building Permit	90	21-Dec-17	20-Mar-18
A1180	Install site fencing and dust screens	7	21-Mar-18	27-Mar-18
A1200	Tree Removal/Relocation	15	28-Mar-18	11-Apr-18
A1210	Site Clearing/Selective Demolition (small structures)	21	12-Apr-18	02-May-18
A1240	Foundations	150	03-May-18	29-Sep-18
A1250	Construction	960	30-Sep-18	16-May-21
A1260	Procure new furnishings	180	18-Nov-20	16-May-21
A1270	Commissioning	120	17-Jan-21	16-May-21
A1280	Substantial Completion	0		16-May-21
A1290	Punchlist, Final Completion and Closeout	30	17-May-21	15-Jun-21
A1300	Move In	30	17-May-21	15-Jun-21
A1310	Existing Courthouse - Disconnect Utilities/Salvage	14	16-Jun-21	29-Jun-21
A1320	Demo Existing Courthouse and other structures	30	30-Jun-21	29-Jul-21
A1330	Complete site-work	180	30-Jul-21	25-Jan-22
A1340	Final completion	0		25-Jan-22



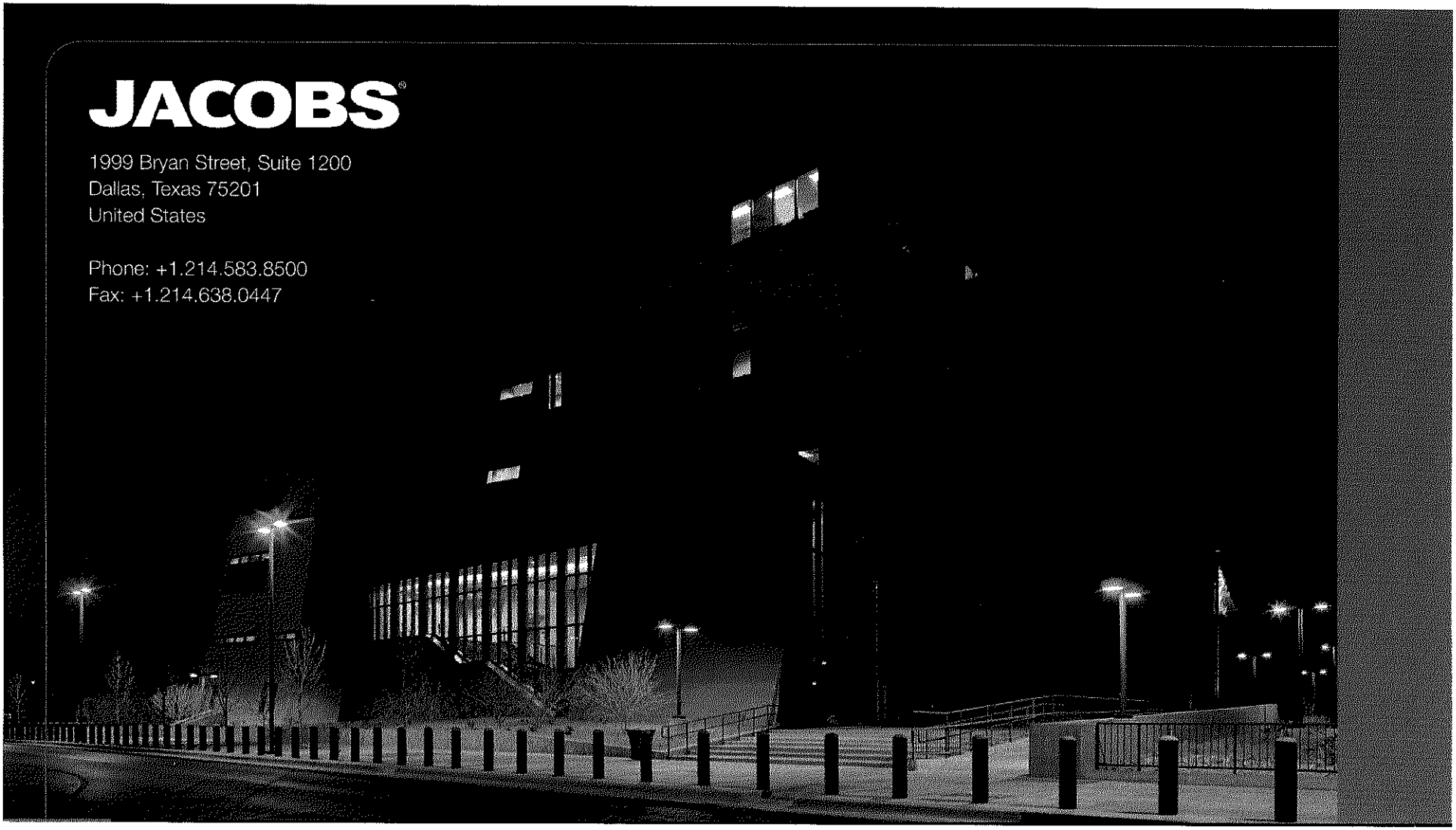
Remaining Work
Critical Remaining Work
Milestone

JACOBS

Jacobs' Program Management Process



JACOBS®



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AI-56698 **Purchasing Department** **18. A. 2.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole-bid response received from STX Snacktime Vending Co. LLC meeting all specifications and/or requirements for the purpose of award and approval of contract for Hidalgo County-"Vending Machine Services"- RFB No:2016-307A-09-28-SMA.

BACKGROUND

1. 4 Packets were sent out and/or were requested.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Company agrees to pay commission payments to the County on a monthly basis

Attachments

contract

bid tab

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/30/2016 11:50 AM
Merlen P. Munoz	Merlen P. Munoz	09/30/2016 01:28 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Sandra Montalvo		Started On: 09/30/2016 10:30 AM
Final Approval Date: 10/07/2016		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-307A-10-13

THIS CONTRACT is made and entered into this **13th** day of **October, 2016** by and between the **County of Hidalgo, Texas,** ("County"), and **STX Snacktime Vending Company, LLC** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Vending Machine Services" (on an as needed basis)** and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County** as identified in Exhibit "A" Request for Bids (RFB) Procurement Packet. The County may however, eliminate or add vending machines if in the County's sole discretion, the County determines it would be in its best interest to do so. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and any extension thereof, the services in accordance with the Request for Bids (RFB) Procurement Packet (the "Services"). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **three (3) years,** commencing, **November 15, 2016,** and expiring, **November 14, 2019,** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay **commission payments on a monthly basis** to the County as described in **Exhibit "A", Request for Bids (RFB) Procurement Packet, Specifications, #C-D, Page 4**

of 9, attached hereto and incorporated by reference herein; said commissions shall be payable to the Hidalgo County Treasurer's Office, 2810 South Business Highway 281, Edinburg, Texas 78539, and are due on or before the tenth (10^{th}) day of each month for the proceeding calendar month's commission.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage prior to providing the Services.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: **STX Snacktime Vending Company, LLC**
Attn: Edgar A. Vargas, Manager
1505 Venture Drive
Weslaco, Texas 78599

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County with or without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

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

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2016.

Approved by Commissioners' Court: _____, 2016.

COUNTY OF HIDALGO

ATTEST:

By:_____
Hon. Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
STX SNACKTIME VENDING COMPANY, LLC

By:_____
Printed Name: Edgar A. Vargas
Title: Manager

APPROVED AS TO FORM:
Office of Criminal District Attorney

By:_____
Victor M. Garza, Assistant District Attorney

EXHIBIT "A"

REQUEST FOR 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

September 12, 2016

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY***
Request for Bids-*"Vending Machine Services"*
Bid No*: 2016-307A-09-28-SMA*

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)
Hidalgo County
"Vending Machine Services"
RFB NO: 2016-307A-09-28-SMA

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6.	**Exhibit "D"- CIQ Conflict of Interest Questionnaire**	**1**
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8.	**Certification Regarding Debarment**	**1**
9.	**Draft Service Contract**	**9**

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 sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 12, 2016
Date

BID NO: 2016-307A-09-28-SMA	BUYER: Sandra Montalvo	TEL. NO: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"Vending Machine Services"

BID OPENING DATE: September 28, 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

1) Sealed bids will be received for ***"HIDALGO COUNTY-VENDING MACHINE SERVICES"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they believe 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.: 2016-307A-09-28-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES*** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, ***ON OR BEFORE 9:30 A.M., WEDNESDAY, SEPTEMBER 28, 2016.***

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 *RFB No. 2016-307A-09-28-SMA-Hidalgo County-"Vending Machine Services"*

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 ninety (90) days from the scheduled time to open bids.

8) 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.

9) County reserves the right to accept or reject any or all bids.

10) Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost an remains responsible until County takes procession)

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 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.

13) 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.

14) 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

15) PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):

- Remittal of payment:
  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–Vending Machine Services"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Monitoring questions:

Sergio Cruz, Budget Officer
Hidalgo County Department of Budget and Management
2818 S. Business Hwy 281
Edinburg, Tx 78539
(956) 292-7025

16) SCHEDULE OF EVENTS:

Bid Opening, 9:30 AM	**September 28, 2016**
Award of Contract	
Commence Work or Deliver Products	

17) 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. **All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.** **Register at SAMs System for Award Management @ www.sam.gov.**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

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 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.

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, 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.

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 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.: (2016-307A), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us, Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

a) Meet schedules;
b) Pay any required fees or taxes; or
c) Otherwise perform in accordance with the specifications.

27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28) Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BID
for
HIDALGO COUNTY
"VENDING MACHINE SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT-"A"

Specifications/Requirements
Hidalgo County
"Vending Machine Services"
RFB No. 2016-307A-09-28-SMA

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

SCOPE OF WORK:

Hidalgo County is seeking bids for ***"VENDING MACHINE SERVICES"*** in accordance with the specifications/requirements specified herein and including all provisions set forth in the accompanying documentation to various County facilities. Hidalgo County's goal is to provide healthier vending machine alternative and limit the quantity of items deemed to have high fat or high sugar contests.

A. SPECIFICATIONS/REQUIREMENTS:

Performance-includes, but is not limited to the following:

1) Prices in all vending service machines shall not be greater than those charged at comparable vending service locations in the County area.

2) Vendor shall fumish any and/or all equipment, fixtures, etc., necessary for the operation of a Vending Service for County facilities.

3) County Purchasing Department reserves the right to approve all vending machines before installation and requires replacement, or removal, of machines which for any reason are not considered acceptable. Outdated machines or obsolete machines shall not be used in any areas. Machines with dents, cracks, paint chips, etc., shall not be acceptable. Vendor shall repair or replace such equipment at his expense.

4) Vendor shall be on call at all times during operation of vending services, with a response time of not more than two (2) hours to service and/or repair breakdown of machines.

5) **Vendor shall keep vending service machines properly stocked and operational for business from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. Vendor shall have vending machines at each facility filled by 9:00 a.m. each day.**

6) Vendor shall respond to calls for service or re-stocking of machines within 48 hours.

7) Vendor shall abide by all Federal or State regulations as to policy, limitations on snacks, drinks, etc., sold in vending service machines.

8) Vendor shall abide by all County, City, State and/or Federal Health and Sanitary regulations in the operation and maintenance of the vending service, and to make the places where vending service machines are used and/or snacks and/or drinks are stored accessible at all times to County, City, State and/or Federal Health and Sanitary inspectors.

9) Vendor shall not permit any disorderly conduct or practice in violation of any ordinances of the County or Cities in County or of any State of Federal Law, or of a sort likely to bring discredit upon County.

10) County will provide water service, electricity, lighting, heating and air conditioning of facilities, but without liability on County's part arising from temporary interruption on account of breakdown, power failure or like causes. Vendor shall use such utilities by exercising the same degree of care and economy as would be exercised if vendor were paying for such utilities.

11) Except for utilities, vendor shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to or at County facilities or of any person employed or claiming to have been employed by vendor.

12) Prices shall be plainly posted for each item in the vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted.

13) All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale in County facilities.

14) Vendor shall accept full responsibility for the installation and efficient operation of all equipment used.

15) Vendor shall not employ any person or persons in or about County facilities who shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.

16) Vendor shall provide an adequate number of personnel to properly service and stock vending machines.

17) Vendor's employees shall at all times be polite and courteous in the dealings with patrons of County.

18) Vendor shall provide a means for County patrons or employees to receive refunds for faulty working machines and any products that are not up to standard at that same location. The means of refund must be immediate at the same location. Description of proposed refund procedures should be included in response.

19) Vendor should include a list of all types of snacks and drinks with proposed retail prices in his bid any available company brochures or product brochures should also be included.

20) Vendor should display a phone number on each machine for reporting any malfunctioning of the machine.

21) All locations should include a dollar change machine or Drink/Snack machines equipped to take dollar bills.

22) It is County's preference that vendor provide new machines to Hidalgo County and not used machines.

B. FOOD/SNACKS AND BEVERAGE OPERATIONS

1) All vending machines must meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance," or meet the standards of the National Sanitation Foundation and be listed in their "approved list," or the equivalent thereof.

2) Any microwave oven used in conjunction with a vending operation must be approved for safety by the County Facilities Maintenance Division prior to installation.

3) Snacks and beverage products must be delivered and placed in machines in their original wrappers or in a sanitized bulk dispenser that fits on the machine as a unit

4) The areas surrounding all machines are to be kept clean and proper waste and/or recycling receptacles shall be provided in the immediate area.

5) All food/snacks vending machines must comply with the Texas Health and Safety Code Chapter 431, Code of Federal Regulations 229.211-229.222 and the Texas Administrative Code Title 25 part 1, Chapter 229 subchapters F and.N. Machines not complying with the above criteria or the State law shall be removed from service.

C. NUTRITION STANDARDS FOR VENDING MACHINE BEVERAGES AND SNACKS

1) ***Beverages:*** 25% of beverages offered in each vending machine shall be one or a combination of the following:
   a) Water
   b) Gatorade or (equivalent)
   c) Fruit based drinks containing at least 50% juice and no added caloric sweeteners.
   d) All other non-caloric beverages, including diet sodas

2) ***Snacks/Foods***: 25% of snacks/foods offered in each vending machine shall meet the following criteria:
   a) Not more than 35% calories from fat with the exception of nuts and seeds; snack mixes and other foods of which nuts are a part must meet the 35% standard
   b) Not more than 10% of calories from saturated fat
   c) Does not contain trans fats added during processing (hydrogenated oils and partially hydrogenated oils)
   d) Not more than 35% total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not have been processed with added sweeteners or fats
   e) At least one item meeting the snack criteria in each vending machine shall also meet the FDA definition of "low sodium" (-140 mg per serving)
   f) At least one (1) 100 calorie snack

3) Consultation: Department of Health and Human Services will be available to consult with vendors on item placement in machines, healthy item identification strategies, and consumer outreach and education.

D. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate their responsibility. A prospective bidder must meet the following requirements:

1) Have adequate financial resources, or the ability to obtain such resources as required;
2) be able to comply with the required or proposed delivery schedule;
3) Have a satisfactory record of performance;
4) Have a satisfactory record of integrity and ethics;
5) Be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

E. PAYMENT/SUBMITTAL :

The Vendor will compensate the County for services specified herein and as delineated below:

The vendor will compensate the County with a commission of _____% of gross revenues after taxes (ex: $1.00-$0.08 sales tax= $0.92 x _____% = $_____ commission) from the operation of said equipment and the sales of snacks and beverages. Such payments shall be made to the County **on a monthly basis**; and a list of the variety of snacks and drinks that are offered. The awarded vendor shall pay County Treasurer, without demand, on or before the ***10th day of each month*** for the preceding calendar month. Vendor shall furnish all reports pertaining to this agreement and may be examined by the County at any time. Pricing for items must specify the time period that rates will remain firm.

F. COMMISSIONS and PAYMENTS TO COUNTY:

Vendor shall submit separate **commissions' payments – monthly** to the Hidalgo County Treasurer's Department. Detailed report of sales revenue shall by machine, location, and time period shall also be attached. Mail to: Hidalgo **County Treasurer's Office,** 2810 **S. Business Hwy. 281, Edinburg, Texas 78539.** Vendors should keep the County Purchasing & Treasurer's Department advised of any changes in your addresses.

G. REASON FOR SERVICES:

The sole purpose in granting vending machines in these areas is to provide employees and visitors thereto, such services and accommodations as may be necessary for their drink and snack needs. During business hours, services are provided to employees and visitors in the event they are unable to leave the building to satisfy their drinks and snack needs.

H. RATES TO EMPLOYEES AND THE PUBLIC:

Rates charged shall be comparable to those charged for similar facilities

I. SELLING PRICES:

Items sold in the vending machines shall be priced reasonably and competitively and, in no event, exceed limits set by contract. All vend prices shall be firm for the duration of the contract including renewals. Prices may require adjustment from time to time as a result of market changes, which are beyond the Vendors control. In such event, Vendor shall present appropriate documentation (refer below to Market Volatility) along with a request for vending cost changes to the Hidalgo County Purchasing Department. County reserves the right to seek any additional information as may be necessary to make a decision and reserves the right to reject such application without penalty or grievance. Commission or payment guarantees shall remain constant regardless of whether vending prices are adjusted.

J. POSSESSION OF DESIGNATED PREMISES:

Successful bidder shall not take possession of designated premises, nor cause installation of vending service machines, until all requirements of this bid are fulfilled. Failure to provide all pre-possession requirements shall continue default of the contract and Hidalgo County may annual the award and awards the contract to the next low bidder as it deems to be in the best interest of the County.

K. USER TRAFFIC

The amount of user traffic will vary by location. It is anticipated that traffic will include county personnel and public visitors.

L. SITE INSPECTION:

Vendors are expected to visit the Hidalgo county locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an bidder cannot furnish a sample of a item, when applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFB as inadequate.

M. INSTALLATION and REMOVAL:

1. Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Vendor, who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.

2. Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Vendor shall be responsible for all damage to County property resulting from the Vendors operation, which shall be promptly repaired by the Vendor at the Vendor's sole expense.

3. Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current Vendor in order to assure a minimum period of time without service and that all equipment is in place.

4. Current awarded vendor will remove all vending machines within ten (10) days after termination of date of contract.

N. BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

O. PERFORMANCE OF CONTRACT

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award.

P. CONTRACT TERM:

1. Contract initial term is for a period of three (3) years, with the County's option to renew or extend for an additional two (2) one (1) year terms under the same rates, terms and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term

Q. LOCATION OF VENDING MACHINES:

The following locations and/or machine requirements listed below are to be considered. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional vending machines at prices agreed to in this bid.

	DEPARTMENT	ADDRESS	Contact Person	Phone Number	Snack Machines	Drink Machines
1.	HC-430th Judicial District Court	111 S. 9th St., Edinburg, Tx	Maricela Salinas	956-318-2900	1	1
2.	HC-449th District Court	1001 N. Doolittle Rd., Edinburg, Tx	Elena Gaitan	956-587-6200	1	1
3.	HC-Administration (ATRIUM)	100 East Cano 1st Floor ,Edinburg, Tx	Irene Cantu	956-289-7850	1	1
4.	HC-Administration (ATRIUM)	100 East Cano 3rd Floor Edinburg, Tx	Rosie Cantu	956-318-2313	1	1
5.	HC-Administration Building	2802 S. Bus. 281, Edinburg, Tx	Martha Salazar	956-318-2626	2	2
6.	HC-Adult Probation (Substance Abuse Treatment Facility (SATF)	1000 N. M. Rd , Edinburg, Tx	Melissa Garza	956-289-7413	1	1
7.	HC-Auto License	722 Breyfogle Rd. Mission, Tx			1	1
8.	HC-Courthouse	100 N. Closner Blvd. Edinburg, Tx			1	1
9.	HC-Drainage District (Shop)	800 N. Doolittle , Edinburg, Tx		956-318-2641	none	1
10.	HC-Election Department	101 S. 10th , Edinburg, Tx	Melody Esparza	956-318-2571	none	1
11.	HC-Facility Management	3100 S. Hwy 281,Edinburg, Tx	Irene Cantu or Daniel Flores	956-289-7850/ 956-292-3653	1	1
12.	HC-Health & Human Services (Central Office)	1304 S. 25th St , Edinburg, Tx	Josie Escalante	956-383-6221	1	1
13.	HC-Health Clinic (Hidalgo Clinic)	702 E. Texano, Hidalgo, Tx	Cecilia Lopez/Gracie Santos	956-843-7463	none	1
14.	HC-Precinct No. 1 (Road & Bridge Office)	Mile 11 N. X Mile 1 ½ E. Sunset Park , Mercedes, Tx 78570		956-565-6900	1	1
15.	HC-Precinct No. 1(Administration & Tax Office)	1902 Joe Stephens Ave., Weslaco, Tx	Katia Garcia	956-968-8733	2	2
16.	HC-Precinct No. 1 (delta lake- Park's Office)	28312 N. FM 88 (1.5 N. of Monte Alto East side of FM 88) (DELTA LAKE) Monte Alto, Tx 78596	Santiago Zavala/	956-262-6585	1	1
17.	Hidalgo County Pct 2 Administration Office	300 W. Hall Acres,Pharr, Tx, 78577	Esther Perez	956-787-1891	1	1
18.	Hidalgo County Pct 2-Field Operations Facility	4011 S Veterans Blvd. San Juan, Tx	Esther Perez	956-787-1891	1	1
19.	HC-Precinct No. 3	8310 W. Mile 7 Mission, Tx	Norma Ceballos	956-585-4509	1	2

	(Motor Pool-Mechanic Shop- Iowa & 107) HWY 2221					
20.	HC-Precinct No. 3 (MANSION)	2401 N. Moorefield	Mission, Tx		1	1
21.	HC-Precinct No. 4 (Admin.Office)	1102 N. Doolittle ,Edinburg, Tx	Gloria Beltran	956-383-3112	1	1
22.	HC-Precinct No. 4 (Shop)	1051 N. Doolittle ,Edinburg, Tx	Gloria Beltran	956-383-3112	1	1
23.	HC-Sheriff's Office (Academy Training Center)	715 El Cíbolo Rd. Edinburg, Tx	Juan Tapia	956-383-8114	2	2
24.	HC-Sheriff's Office (Adult Detention Center)	701 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-381-7800	3	2
25.	HC-Sheriff's Office (Law Enforcement Center)	711 El Cibolo Rd. Edinburg, Tx	Juan Tapia	956-383-8114	1	2
26.	HC-Sheriff's Office (Motor Pool Service Center)	713 El Cíbolo Rd,.Edinburg, Tx	Juan Tapia	956-383-8114	none	1
	ESTIMATED VENDING MACHINES TOTAL				**27**	**31**

1) Upon completion of installations, VENDOR SHALL PROVIDE A MASTER LIST of all their equipment including: model, type (drink or snack), capacity, energy usage (kWh/day) for each unit, and all locations of said equipment, to the County and certify that each unit is in proper working order in accordance with original equipment manufacturers specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

R. CONTRACT LIENS PROHIBITED:

Successful bidder shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful bidder to do so.

S. SIGNS/ADVERTISEMENT:

Other than signs on bidder's own machines, successful bidder shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto, or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

T. REQUESTED INFORMATION:

Successful bidder shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in County vending machines.

U. OTHER TERMS & CONDITION AND REQUIREMENTS:

1) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

2) The Insurance Requirements for the selected vendor are:
   1) General Liability
   2.) Automotive insurance
   3.) Workers Compensation (Refer **to Exhibit "C" for limits).**

3) Any contract awarded to a successful bidder will be in effect until;
   1.) The contract expires
   2.) Delivery acceptance of products and/or performance of services ordered, or
   3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

V. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

Requesting Price Adjustment:

1) Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all.

- Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:**
Vendor shall notify the County at the time when the vendors' costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the vendor to notify the County of a decrease in costs for items and/or supplies, for which the vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:**
Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**:
Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:**
The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

W. ADDITIONAL INFORMATION /QUESTIONSTO TERMS AND CONDITIONS:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo,2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) **RFB QUESTIONS AND ANWERS**
ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **MONDAY, September 21, 2016 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **WEDNESDAY, September 23, 2016 by 5:00 p.m.**

3) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

VENDOR AGREES TO PAY HIDALGO COUNTY _____% COMMISSION RATE (monthly gross sales)

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS _____oz. Soft Drinks (cans) _____oz Soft Drinks (bottle) Brands:_____	$ _____ oz can $ _____ oz bottle
WATER _____ oz bottled water _____ oz bottled water Brands:_____	$ _____ oz bottle $ _____ oz bottles
SPORTS DRINKS _____oz sports drink Brands:_____	$ _____ oz bottles
JUICES _____oz can _____oz bottle Brands:_____	$ _____ oz can $ _____ oz bottle
2. SNACK ITEMS	
CHIPS (small & large bags) Brands:_____	$ _____ small bag $ _____ large bag

EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

COOKIES Brands:_____	$ _____ each
CRACKERS Brands:_____	$ _____ each
POPCORN Brands:_____	$ _____ each
PASTRIES: Brands:_____	$ _____ each
GUM & MINTS Brands:_____	$ _____ each
CANDY BARS & OTHER BARS: Brands:_____	$ _____ each

EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

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	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the 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. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ **Less than 125,000 annual gross receipt** ☐ **Black American** ☐ **Native American** ☐ **Less than 250,000 annual gross receipt** ☐ **Hispanic American** ☐ **Women** ☐ **Less than 499,000 annual gross receipt** ☐ **Asian Pacific American** ☐ **Other** ☐ **More than 500,000 annual gross receipt** **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____ **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____**

(RETURN THIS PAGE WITH BID RESPONSE)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes ☐ No

If yes, by whom? Texas Building & Procurement Commission: Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?:_____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be performed: _____

(RETURN THIS PAGE WITH BID RESPONSE)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID / TABULATION

OPENED
9:31 9-28-16

EXHIBIT "B"
Bid Page
Hidalgo County
"Vending Machine Services"
Bid No. 2016-307A-09-28-SMA

Witnessed

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

VENDOR AGREES TO PAY HIDALGO COUNTY 11% Snack | 15% Drinks **% COMMISSION RATE (monthly gross sales)**

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle) Brands: Coca-Cola, Sprite, Dr. Pepper, Diet Coke, Fuze, Coke Zero	$ .75 ¢ 12oz can $ 1.50 20oz bottle
WATER 20 oz bottled water ____ oz bottled water Brands: Dasani, Smart Water	$ 1.50 20oz bottle $ oz bottles
SPORTS DRINKS 20 oz sports drink Brands: Powerade, Powerade Zero	$ 1.75 20oz bottles
JUICES ____ oz can 16.9 oz bottle Brands: Minute Maid	$ oz can $ 1.75 20oz bottle
2. SNACK ITEMS	
CHIPS (small & large bags) Brands: Frito-lay products - Doritos, Cheetos, Gardettos Munchies, Pop Chips, Baked Potato Chips, Veggie Chips, Funyuns	$ .75 ¢ small bag $ 1.00 large bag

EXHIBIT "B"
Bid Page
Hidalgo County
"Vending Machine Services"
Bid No. 2016-307A-09-28-SMA

COOKIES Brands: Famous Amos, Keebler, Oreo, M&M cookies, Knotts, Belvita	$ .75	each
CRACKERS Brands: Kellogs, Nature Valley	$ .75	each
POPCORN Brands: Act II	$ 1.00	each
PASTRIES: Brands: Cloverhill, Mrs. Freshleys, Dutchess	$ 1.00	each
GUM & MINTS Brands: Trident	$ 1.00	each
CANDY BARS & OTHER BARS: Brands: Snickers, M&M, Hersheys, Payday, Twix, Wonderful, Crunch, Milkyway, Kitkat, Sour patch 3 musketeers,	$ 1.00	each

OPENED
9:31 9-28-16

Witnessed

EXHIBIT "B"

Bid Page

Hidalgo County

"Vending Machine Services"

Bid No. 2016-307A-09-28-SMA

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: STX Snacktime Vending Company LLC

ADDRESS: 505 Venture Dr

CITY/STATE/ZIP CODE: Weslaco, TX 78599

PHONE & FAX NO.'S: (956) 520-8028 / (956) 520-8034 (Fax)

CELLULAR PHONE: (956) 376-6134

AUTHORIZED SIGNATURE: 

PRINTED NAME: Edgar Vargas

TITLE: Manager

EMAIL: Snacktimevendingcompany@gmail.com

Refund Procedure

Machines are equipped with guaranteed delivery sensors, ensuring that County patrons or employees receive the product or have their money returned immediately. In the event a bill gets jammed, all machines are labeled with a phone number where they can contact us and one of our technicians will stop by to fix the situation within an hour.

We would like to add that all of our machines have been upgraded with state of the art vending technology by Parlevel Vending Systems. We are now able to monitor all of our vending machines remotely. This helps us ensure all our machines are running and being serviced efficiently.

Healthy 35.10.35 Smarts Rule by FDA

Class	Manufacturer	Brand	Description	Size	Complies W/ 35-10-35 Rule
SNACKS	CLIF BAR	Clif Bar	Bar Chocolate Chip	2.4 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Oatmeal/Raisin/Walnut	2.4 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Blueberry Crisp	2.4 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Zbar Chocolate Chip	1.27 oz	Complies
SNACKS	CLIF BAR	Clif Bar	Bar Zbar Honey Graham	1.27 oz	Complies
SNACKS	DOLE	Dole	Fruit Bowls Sliced Peaches	7 oz	Complies
SNACKS	FRITO LAY	Doritos	Doritos Nacho RedFat	1 oz	Complies
SNACKS	FRITO LAY	Grandma's	Cookie Big Oatmeal Raisin	2.5 oz	Complies
SNACKS	FRITO LAY	Lay's	Lays Crisps Baked BBQ LSS	1.125 oz	Complies
SNACKS	FRITO LAY	Lay's	Lays Crisps Baked Regular LSS	1.125 oz	Complies
SNACKS	FRITO LAY	Lay's	Lays Crisps Baked SrCrm & Onn	1.125 oz	Complies
SNACKS	FRITO LAY	Rold Gold	Rold Gold Pretzels Tiny Twists	1 oz	Complies
SNACKS	FRITO LAY	Rold Gold	Pretzels Tiny Twist LSS	2 oz	Complies
SNACKS	FRITO LAY	Stacys Pita	Chips Pita Parm/Garlic/Hrb LSS	1.5 oz	Complies
SNACKS	GENERAL MILLS	Chex Mix	Chex Mix Traditional	1.75 oz	Complies
SNACKS	GENERAL MILLS	Chex Mix	Chex Mix Bold Party Blend	1.75 oz	Complies
SNACKS	GENERAL MILLS	Cinnamon Toast (	Cinnamon Toast Crunch Crisps	1 oz	Complies
SNACKS	GENERAL MILLS	Fiber One	Bar Chewy Oats & Chocolate	1.4 oz	Complies
SNACKS	GENERAL MILLS	Nature Valley	Bar Granola Peanut Butter	1.5 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Original 70 Cal Pack (UNDER 100CAL)	.9 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Peppered 70 Cal (UNDER 100CAL)	.9 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Nuggets Bf Stk Teriyaki	1 oz	Complies
SNACKS	JACK LINKS	Jack Links	Jerky Prime Rib Tender Cuts	1 oz	Complies
SNACKS	KAR NUT	Kar Nut	Trail Mix Original Unsalted	2 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Hot & Spicy	1.5 oz	Complies

SNACKS	KAR NUT	Kar Nut	Sunflower Kernels	2 oz	Complies
SNACKS	KAR NUT	Kar Nut	Nuts Almonds Salted	1 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Salted	1 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Salted	2 oz	Complies
SNACKS	KAR NUT	Kar Nut	Peanuts Salted	1.5 oz	Complies
SNACKS	KELLOGG	Nutri-Grain	Bar Nutri Grain Apple Cinnamon	1.3 oz	Complies
SNACKS	KELLOGG	Nutri-Grain	Bar Nutri Grain Strawberry	1.3 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Chocolate Chip	3.67 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Frosted Blueberry	3.6 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Frosted Strawberry	3.6 oz	Complies
SNACKS	KELLOGG	Pop Tarts	Pop-Tart Frosted Cherry	3.6 oz	Complies
SNACKS	KELLOGG	Rice Krispies	Rice Krispies Treats Squares	1.3 oz	Complies
SNACKS	MONDELEZGLOBAL	Chips Ahoy	Cookie Chips Ahoy Thin 100cal	.81 oz	Complies
SNACKS	MONDELEZGLOBAL	Honey Maid	Cracker Cinnamon Graham Stk	1.75 oz	Complies
SNACKS	MONDELEZGLOBAL	Oreo	Cookie Oreo Thin Crisp 100 Cal	.81 oz	Complies
SNACKS	MONDELEZGLOBAL	Ritz	Ritz Chips Original	1.75 oz	Complies
SNACKS	QUAKER	Quaker Oats	Rice Cakes Caramel Mini	.91 oz	Complies
SNACKS	SL SNACKS NATIO	Snyders	Pretzels Mini Fat Free	1.5 oz	Complies
SNACKS	SL SNACKS NATIO	Snyders	Pretzels Olde Tyme	1.58 oz	Complies
SNACKS	SL SNACKS NATIO	Snyders	Pretzel Sticks	1.5 oz	Complies
COLD DRINKS	Coke	Coke	Diet coke	20oz	Complies
COLD DRINKS	Coke	Coke	Coke Zero	20oz	Complies
COLD DRINKS	Coke	Coke	Diet Dr.Pepper	20oz	Complies
COLD DRINKS	Coke	Coke	Zero Vitamin Water	20oz	Complies
COLD DRINKS	Coke	Coke	Smart Water	20oz	Complies
COLD DRINKS	Coke	Coke	Honest Tea Low Cal.	20oz	Complies
COLD DRINKS	Coke	Coke	Diet Sprite	20oz	Complies
COLD DRINKS	Coke	Coke	Zero Powerade	20oz	Complies
COLD DRINKS	Coke	Coke	Fruit Juice Minute Maid (Assorted Flavors)	16oz	Complies

** PRODUCT LIST **

1 oz CHIPS

ALL BRAND

- ANDY CAPP HOT FRIES
- ASTN ZOO ANML CRACKERS
- BUGLES
- BUGLES NACHO
- CHEESE PUFFS
- CHEETOS BAKED CRUNCHY
- CHEETOS BAKED FLAMING HOT
- CHEETOS CRUNCHY
- CHEETOS FLAMING HOT
- CHEES-IT SNACK CRACKERS
- DORITOS COOL RANCH
- DORITOS NACHO CHEESE
- FRITOS CHILI CHEESE
- FRITOS REGULAR
- FUNYUNS
- HOT SKINS
- LAYS PATATOS CHIPS
- LAYS S.C & ONION
- MUNCHOS
- ORIGINAL PORK SKINS
- RUFFLES BBQ
- RUFFLES CHADDER & S.C.
- SNYDER DILL KOSHER
- SNYDER THIN PRETZEL
- SNYDER OLD TIME PRETZEL
- SUNCHIPS
- SUN HARVEST CHEDER
- TABASCO PORK RINDS
- MINI TAKIS FUEGO

1.5 oz CANDY

ALL BRAND

- 3 MUSKETEERS
- ALMOND JOY
- BABYRUTH
- BEEF STICK
- BUTTERFINGER BAR
- BUTTERFINGER CRISP
- CORNUTS PICANTE
- CORNUTS RANCH
- FRUIT SNACKS
- HEATH BAR
- HER ALMON
- HER MILK CHOCOLATE
- MM'S MILK CHOCOLATE
- MM'S PEANUT
- NESTLE CRUNCH CRISP
- PEANUT BUTTER BAR
- REECES PIECES
- REECES PIEANUT BUT CUPS
- SUGAR BABIES
- SUNFLOWER SEEDS
- TWIX CARAMEL
- WHATCHAMACALET
- SKITTLES ORIGINAL
- SKITTLES TROPICAL
- SNICKERS ALMON
- SNIKERS
- SNIKERS MUNCH
- NESTLE CRUNCH
- PAYDAY
- NUTRIGRAIN STRAW
- NV GRANOLA BAR
- NV GRANOLA OATS
- KIT KAT
- MILKYWAY
- MM'S ALMONDS
- PISTACHIOS



4oz PASTRY

All Brand

- Texas Size Cinnamon Rolls
- PODWERED DONETTES
- TWINKIES
- BANANA TWINKIES
- SUZIE Q
- SNOW BALLS
- CHOCOLATE CUP CAKES
- ORANGE CUP CAKES
- DING DONGS
- HO HO'S
- MINI POUNDS CAKE
- ZINGER RASBERRY
- CRUMB DONETTES
- Cherry/Cheese Danish
- Cheese Danish
- CHERRY FRUIT PIE
- APPLE FRUIT PIE
- PEACH FRUIT PIE
- LEMON FRUIT PIE
- CHOCOLATE PIE
- HONEY BUN ICED
- JUMBO HONEY BUN ICED
- CINNAMON ROLLS
- BROWNIE BITES MM
- CHOCOLATE CHIP MM
- BLUEBERRY MUFFIN LOAF
- BANANA NUT MUFFIN LOAF

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2016

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 STATE FARM INSURANCE ROBERT ELIZALDE, AGENT 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: OMAR RIVERA PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: OMAR RIVERA
INSURED STX SNACK TIME VENDING 520 E CEDAR AVE MCALLEN, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Lloyds — 43419 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : State Farm Fire and Casualty Company — 25143 INSURER D : TEXAS MUTUAL INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y	N	90-B7-M790-5	01/11/2016	01/11/2017	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 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	N	233 8732-B12-53B	08/03/2016	08/12/2017	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 OFFICE/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	0001241354	08/16/2016	08/16/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY DEPARTMENT
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:
2016-117080

Date Filed:
09/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STX Snacktime Vending Company LLC
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

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.
2016-307A-09-28-SMA
Snack and Drinks Vending Machines/ Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vargas, Edgar	Weslaco, 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 Edgar A Vargas, this the 27 day of September, 20 16, to certify which, witness my hand and seal of office.

EDEISY CHAPA
Notary Public, State of Texas
Comm. Expires 12-08-2019
Notary ID 124765129

Signature of officer administering oath | Edeisy Chapa — 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:
2016-117080

Date Filed:
09/27/2016

Date Acknowledged:
09/28/2016

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

STX Snacktime Vending Company LLC
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

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.

2016-307A-09-28-SMA
Snack and Drinks Vending Machines/ Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vargas, Edgar	Weslaco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Re: Review & Approve - Contract C-16-307A-10-04-STX (Vending Machine Services)-HC

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Sep 29, 2016 04:24 PM

Subject : Re: Review & Approve - Contract C-16-307A-10-04-STX (Vending Machine Services)-HC

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, sandra montalvo <sandra.montalvo@co.hidalgo.tx.us>

I have reviewed the attached agreement vending machine services and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

On Thu, Sep 29, 2016 at 11:23 AM, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

> Good morning, Ms. Josephine/Mr. Garza-
> Please review and approve as to form agreement# C-16-307A-10-04 with STX (attached hereto) for the purposes of: Vending Machine Services for Hidalgo County.
>
> *Note: will be placed 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
>
> Laughing **...DON'T WORRY...BE HAPPY..** Laughing

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

RFB DATE & TIME: ***September 28, 2016 @ 9:30 A.M.***

DEPARTMENT/RFB DESCRIPTION: ***HIDLAGO COUNTY-Vending Machines Services***

RFB NO.: ***2016-307A-09-28-SMA*** | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	STX SNACKTIME VENDING COMPANY Attn: Edgar Vargas & Elías Hernandez	EM	S. Montalvo	09/12/16	520 E. Cedar Ave Suite E McAllen, Tx 478501 956-537-1601 snacktimevendingcompany@gmail.com
2)	ONVIA Attn: **Jacqueline Sessa**	EMR	S.Montalvo	09/13/16	Agency Relationship Specialist 509 Olive Way Seattle, WA 98101 P: 206.373.9150 F: 206.373.8967 www.onvia.com jsessa@onvia.com
3)	Seven Outsource Attn: Christina Miller	EMR	S. Montalvo	09/13/16	Phone:315-308-7852 Fax: 315-702-0205
4)	**IT and Medical Equipment** Attn: Malik Akmal	EMR	S. Montalvo	09/19/16	365PartneRus 2930 Regency Drive Brownsville, TX 78526 USA Cell: 956-293-4539 365partnerus@gmail.com
5)					
6)					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET	
DEPARTMENT NAME: ***HIDALGO COUNTY –Vending Machine Services"***	
BID OPENING DATE: SEPTEMBER 28, 2016	**BID OPENING TIME: 9:30 A.M.**
BID No.: 2016-307A-09-28-SMA	**BUYER: Sandra Montalvo**

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
1) **STX SNACKTIME VENDING CO. LLC**	√
2)	
3)	
4)	
5)	
6)	
7)	
8)	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-117080

Date Filed:
09/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STX Snacktime Vending Company LLC
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

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.
2016-307A-09-28-SMA
Snack and Drinks Vending Machines/ Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vargas, Edgar	Weslaco, 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 Edgar A Vargas, this the 27 day of September, 20 16, to certify which, witness my hand and seal of office.

EDEISY CHAPA
Notary Public, State of Texas
Comm. Expires 12-08-2019
Notary ID 124765129

Signature of officer administering oath | Edeisy Chapa — 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:
2016-117080

Date Filed:
09/27/2016

Date Acknowledged:
09/28/2016

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

STX Snacktime Vending Company LLC
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

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.

2016-307A-09-28-SMA
Snack and Drinks Vending Machines/ Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vargas, Edgar	Weslaco, 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

AI-56631 **Purchasing Department** **18. A. 3.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to establish the following deadlines for the submission of requisitions for goods and/or services to order and received prior to December 31, 2016 for General Fund and all other applicable funds:

- Major purchases deadline: October 28, 2016
- Daily purchases deadline: November 04, 2016

BACKGROUND

Goods and/or services not physically received or properly invoiced by Dec . 31, 2016 will be charged to the 2017 Budgets.
Others have been concurred by the Purchasing Agent, Budget Officer and the County Auditor.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/30/2016 11:24 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Elena Gomez		Started On: 09/27/2016 09:41 AM
Final Approval Date: 10/07/2016		

AI-56820 **Purchasing Department** **18. B. 1.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

a. Acceptance and approval on an Interlocal Agreement between County of Hidalgo and City of Donna for the provisions of joint efforts for the Mile 12 1/2 (FM 88 - FM 493) Road Improvement Project; and
b. Acceptance and approval of Interlocal Agreement Project: Improvements to Mile12 1/2 (FM 88 - FM 493) Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1345-431-00-121-112-0-721

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

BUDGETARY IMPACT:

Attachments

ICA W LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 10:22 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Katia Garcia		Started On: 10/07/2016 09:42 AM
Final Approval Date: 10/07/2016		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF DONNA, TEXAS

THIS Agreement is made on this the 13 day of October, 2016 by and between **HIDALGO COUNTY, TEXAS,** acting by and through Precinct 1 of Hidalgo County hereinafter referred to as "County", and the **CITY OF DONNA, TEXAS,** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Donna is a home rule city located in Texas;

WHEREAS, City and County using County labor and material provided reconstruction of Mile 12 ½ North from FM 88 to FM 493 Road (the "Road");

WHEREAS, the Road is a connecting link to the County's road system;

WHEREAS, unbeknownst to the County 1320 linear feet or approximately nine percent (9%) of the Road is in the jurisdictional limits of the City;

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

1. City shall pay County within thirty (30) days of the date of this Agreement for the costs of the portion of materials for the Road located within the municipal limits of City jurisdiction being the sum of $10,00.00.

2. All other costs associated with the reconstruction of the Road shall be the responsibility of the County.

3. The parties agree that County will be released following completion of the reconstruction of the Road of any and all duties imposed by this Agreement, with respect to the portion of the Road within the City's jurisdictional limits.

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

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 acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

7. **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.

8. **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 Donna:	City of Donna Attention: Ernest Silva, City Manager 307 S. 12th St. Donna, TX 78537
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1902 Joe Stephens Avenue Weslaco, Texas 78599

Each notice, demand, request or communication which shall be delivered or mailed in The manner described shall be deemed sufficiently given for all purpose 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 of 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 City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

15. **Prior Agreements.** This agreement supersedes and terminates all previous Agreement between the parties hereto concerning the subject matter hereof.

16. **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.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party.

18. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

THE CITY OF DONNA

_____

Irene Muñoz, Mayor

ATTEST:

_____
Martha Alvarado, City Secretary

APPROVED AS TO FORM:

_____
Eddy Treviño, City Attorney

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION
AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a project to improve Mile 12 ½ from FM 88 to FM 493 through an Interlocal Cooperation Agreement to be entered into with the City of Donna, Texas, and Hidalgo County.

By vote on October 13,2016, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-56811 **Purchasing Department** **18. B. 2.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of request by Precinct No.1 for Supplemental No. 1 through Work Authorization No. 3 as submitted by TEDSI Infrastructure Group-Contract #C-08-227-02-09-PO#741616 for modification to original scope of work as more specifically described in Attachment "D" with an increase of $176,000 to the original amount reflected on the work authorization.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1315-431-00-121-039-0-721

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

BUDGETARY IMPACT:

Funds available pending AI-56809 CC 10/13/16

Attachments

Supplemental No. 1 to WA#3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 09:43 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Katia Garcia		Started On: 10/06/2016 04:49 PM
Final Approval Date: 10/07/2016		

EXHIBIT "F"
Supplemental Agreement Form

CONTRACT NO. C-08-227-02-09
WORK AUTHORIZATION NO. 3
SUPPLEMENTAL AGREEMENT NO. 1

THIS **SUPPLEMENTAL AGREEMENT NO. 1 to WORK AUTHORIZATION NO. 3** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose Supplemental Agreement to the Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Engineer** is identified in Work Authorization No. 1 **ATTACHMENT "B" – *RIGHT OF WAY ACQUISITION***

PART 2. Fee Proposal. The Lump Sum Fee Proposal cost for services under this Supplemental Agreement to the Work Authorization is **$176,000.00**. This amount is based upon the costs outlined in the ***Fee Proposal*** attached hereto as **ATTACHMENT "D" Supplemental Agreement No. 1 to Work Authorization No. 3.**

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to the Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement.**

PART 4. Funding. This Supplemental Agreement No. 1 to Work Authorization No. 3 shall be funded through funding source:

Account No. 6-1315-431-00-121-039-0-721
Requisition No. 296357

PART 5. Period of Service. This Supplemental Agreement No. 1 to the Work Authorization No. 3 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement. This Work Authorization will be affective until all scoped work has been completed.

PART 6. Responsibilities and Obligations. This Supplemental Agreement to the Work 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, as to the content and detail of this Supplemental Agreement No. 1 to the Work Authorization No. 3.

Hidalgo County Precinct No. 1

By:_____
A. C. Cuellar, Commissioner Precinct No. 1

PART 8 Acceptance and Approval. This Supplemental Agreement to the Work Authorization is hereby accepted, and approved by Hidalgo Commissioners' Court on _____ as indicated below and effective as of __ day of _____, 2015.

A purchase order will be issued by the Hidalgo County Purchasing Department after the execution of this document. Issuance of the purchase order will serve as the written Notice to Proceed on this Supplement Agreement No. 1 to Work Authorization No. 3.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY:_____
Craig F. Stong, (Principal)

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia (County Judge)

ATTEST:

By:_____
Arturo Guajardo Jr., Hidaglo County Clerk

LIST OF ATTACHMENTS:
ATTACHMENT "D" Supplemental Agreement No. 1 to Work Authorization No. 3

Approved As To Form:
Atlas & Hall, LLP

By:_____

SUPPLEMENTAL AGREEMENT NO. 1
TO
WORK AUTHORIZATION NO. 3
MILE 6W
ATTACHMENT "D"
FEE PROPOSAL

DESCRIPTION	FEE
Subconsultant Services	
Halff & Associates, Inc.	$ 160,000.00
TEDSI Management Fee	$ 16,000.00
TOTAL FEE PROPOSAL	$ 176,000.00

AI-56810 **Purchasing Department** **18. B. 3.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

A. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the subcontracting of Halff & Associates, Inc and Aranda & Associates, Inc., in connection to Work Authorization No. 3 for the "Mile 6 West" project in Precinct One.

B. Pursuant to Article 14 of Contract #C-08-227-02-09 with TEDSI Infrastructure Group, a request for approval by engineer to permit the subcontracting of Cordia SUE, LLC and Half & Associates, Inc., in connection to Work Authorization No. 4 for the "Mile 6 West" project in Precinct One.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1315-431-00-121-039-0-721

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

BUDGETARY IMPACT:

No fiscal impact. Only approval of subcontractors.

Attachments

WA#4 Letter

WA#3 Letter

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	10/06/2016 04:18 PM
Merlen P. Munoz	Merlen P. Munoz	10/07/2016 11:20 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Katia Garcia		Started On: 10/06/2016 04:10 PM
Final Approval Date: 10/07/2016		

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

October 4, 2016

Ms. Vangie Garcia
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Re: Mile 6 West Contract No. C-08-227-02-09
Work Authorization No. 4

Dear Ms. Garcia:

This letter is to request that Cordia SUE, LLC. and Halff & Associates, Inc. be approved as a subcontractor to the above contract. Cordia SUE, LLC will be completing Subsurface Utility Engineering and Halff & Associates will be completing Right of Way acquisition with the approved Work Authorization No. 4 to the above contract.

Please let me know if you need additional information.

Sincerely,

TEDSI INFRASTRUCTURE GROUP, INC.

Craig F. Stong, P.E.
Vice President

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

October 4, 2016

Ms. Vangie Garcia
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Re: Mile 6 West Contract No. C-08-227-02-09
Work Authorization No. 3

Dear Ms. Garcia:

This letter is to request that Halff & Associates, Inc. and Aranda & Associates, Inc. be approved as a subcontractor to the above contract. Halff & Associates will be completing Right of Way acquisitions and Aranda & Associates will be completing Field Surveying with the approved Work Authorization No. 3 to the above contract.

Please let me know if you need additional information.

Sincerely,

TEDSI INFRASTRUCTURE GROUP, INC.

Craig F. Stong, P.E.
Vice President

AI-56834 **Purchasing Department** **18. C. 1.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pursuant to contract with L&G Consulting Engineers, Inc. (Article 14), a request for approval by engineer to permit the subcontracting of B2Z Engineering, LLC in connection with Work Authorization No. 1 for the Pct 2 CRC Youth Facility Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Subcontracting Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 02:21 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Erika Zamora		Started On: 10/07/2016 01:59 PM
Final Approval Date: 10/07/2016		

L&G Engineering
Transportation Consultants

October 5, 2016

Hon. Eduardo "Eddie" Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for the Pct 2 Community Resource Center (CRC) Youth Facility Project
Contract No. 16-131-03-07

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Pct 2 CRC Youth Facility Project Work Authorization #1. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This subcontractor will be providing Construction Management and Inspection services for the above referenced project.

Subcontractor:

Mr. Carlos Del Angel, PMP
B2Z Engineering, LLC
900 S Stewart Rd, Ste 4
Mission, Texas 78572
Phone (956) 585-3773

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

AI-56764 **Purchasing Department** **18. C. 2.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise (including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required) with approval of RFB plans and specifications as developed and drafted by Project Engineer L & G Engineering, for "Regional Linear Park Project - Phase 1"-RFB No. 2016-378-11-30-YZV and subject to TxDOT's approval.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: October 29, 2016
2nd Advertisement: November 05, 2016
Bid Opening: November 30, 2016

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-006-0-540

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

BUDGETARY IMPACT:

PO #738180 for AIM Media (The Monitor), funds available as of 10-6-16 for advertising expenses.

Attachments

DRAFT-RFB PACKET
Email-Precinct2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 08:20 AM
Ivan Cantu	Ivan Cantu	10/06/2016 10:36 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Yolanda Velasquez Started On: 10/05/2016 02:43 PM

Final Approval Date: 10/07/2016

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

Regional Linear Park Project – Phase 1

(From San Antonio Avenue to Ridge Road)

BID NO. 2016-XXX-XX-XX-XXX

November 30, 2016

PREPARED FOR:
Hidalgo County Precinct No. 2

L&G CONSULTING ENGINEERS, INC.
TBPE REG # F-4105

TABLE OF CONTENTS
Regional Linear Park Project – Phase 1
(From San Antonio Avenue to Ridge Road)

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Bond
6) Proposal to Hidalgo County
7) Total Bid Amount
8) Bid Proposal
9) Child Support Business Ownership Form
10) Disclosure of Lobbing Activities
11) Certifications by Proposal Signature
12) Notice to Contractors
13) Differing Site Conditions
14) Change Orders
15) Construction Contract
16) Non Collusion Affidavit Of Prime Bidder
17) Payment Bond
18) Performance Bond
19) Form FHWA – 1273

20) **Exhibit C**
- **a.** Insurance

21) General Conditions of the Agreement
22) Title 29 Labor
23) Standard General Condition of Construction Contract
24) Supplemental General Condition

25) **Exhibit A** General Notes & Standard Specifications
- **a.** General Notes
- **b.** Governing Specifications & Special Provisions
- **c.** Special Provisions

26) **Exhibit B**
- **a.** Debarment
- **b.** FormW-9
- **c.** Bidder/Vendor Application
- **d.** Conflict of Interest Questionnaire
- **e.** Sales Tax and Local Sales Tax Certificate

27) **Exhibit D Wage Rates**
- **a.** Government Code Ch 2258
- **b.** Davis Bacon - Prevailing Wage Rates

28) **Exhibit E**

a. Checklist
b. Change Order (Blank E-b)
c. Application for Payment
d. Estimate Quantity Worksheet Sample
e. Schedule of Values (Blank)
f. Contract Time Statement
g. N/A
h. List of Suppliers
i. Partial/Final Waiver of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Worksheet
p. Retainage Release TXDOT Final Inspection letter (N/A)

REQUEST FOR BIDS

Regional Linear Park Project - Phase 1
From San Antonio Avenue to Ridge Road

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 2 with sealed bids on: **CONSTRUCTION FOR Regional Linear Park Project – Phase 1 (*Hike and Bike Trail*) From San Antonio Avenue to Ridge Road.**

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.

Bid Packets may be obtained by from the office of **L&G Engineering, Mr. David A. Saenz, P.E., 900 S. Stewart Rd. Suite 3, 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**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, _____DATE_____** at **2:30 P.M.** at **HIDALGO COUNTY PRECINCT 2 – 300 W. HALL ACRES, SUITE G, PHARR, TX 78577.**

UPON SUBMITTING A SEALED BID, bidders are required to properly identify (handwritten, typed or printed) a sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **2016-XXX-XX-XX-XXX –"CONSTRUCTION OF Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge Road)** 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, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday,** _____DATE_____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.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the ___ of _____, 200____**.**

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– Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge 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. 2017-XXX-XX-XX-XXX- REGIONAL LINEAR PARK PROJECT – PHASE 1 (FROM SAN ANTONIO AVENUE TO RIDGE 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, MONTH, DATE, 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. 2017-XXX-XX-XX-XXX RFB- REGIONAL LINEAR PARK PROJECT – PHASE 1 (FROM SAN ANTONIO AVENUE TO RIDGE 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- REGIONAL LINEAR PARK PROJECT – PHASE 1 (FROM SAN ANTONIO AVENUE TO RIDGE ROAD)"** 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:

Erica Zamora, Director of Administrative Operations
Hidalgo County Pct. No. 2
300 W. Hall Acres Suite G
Pharr, Texas 78577
956-787-1891

18. Schedule of Events

Bid Opening, 9:30 AM	**_____, 2_____**
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: yvette.salinas@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
"Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge Road)"
BID NO.: 2016-XXX-XX-XX-XXX

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 ____ _____date_____ at 9:30 a.m. 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 **Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge 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 award 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): **Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge Road).**

6. Qualifications of Bidder

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 **240 Working Days "Standard Workweek"** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ 1,200.00 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. David A. Saenz, P.E. at L&G Engineers, 900 S. Stewart Rd,, Ste. 3, Mission, Tx. 78572 , email address dsaenz@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.

HIDALGO COUNTY PRECINCT #2

Regional Linear Park Project – Phase 1

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.

PROPOSAL TO HIDALGO COUNTY

Regional Linear Park Project – Phase 1

Bid No. 2016-161-05-25-YZV

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in **240 Working Days** and will be accepted when fully completed and finished to the satisfaction of the Engineer or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit union made payable to **Hidalgo County** in the amount of **5% of the Bidder's Total Bid**.

A bid bond may be used as the required proposal guaranty. The bond form included in this bid proposal book may be detached from the proposal for completion. The proposal book may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

By signing this proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure payment and performance bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and that they have full and signatory authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.
5. that the bid prices contained in the proposed have been carefully checked and are submitted as correct and final.
6. See Section ***"CERTIFICATIONS BY PROPOSAL SIGNATURE"*** for additional certifications made by signing this proposal.

Signed:**

(1) _____ **(2)** _____ **(3)** _____

Print Name:

(1) _____ **(2)** _____ **(3)** _____

Title:

(1) _____ **(2)** _____ **(3)** _____

Company:

(1) _____ **(2)** _____ **(3)** _____

Signatures shall comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

***When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

The bidder proposes and agrees to perform all work of whatever nature required, in strict accordance with the drawings and specifications, for the following sum of prices, to which:

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Drawings.

It is understood that **Hidalgo County** reserves the right to reject any and all bids and to waive any minor informality received in the bids.

In the event of the award of a Contract to the Company named above, the Company will furnish a Performance Bond and a Payment Bond for the full amount of the Contract and a Certificate of Insurance, secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance to guarantee payment of all lawful claim for labor performed and materials furnished in the fulfillment of the Contract, and to guarantee the Bidder is covered by insurance as required by the Contract Documents.

TOTAL BID AMOUNT

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or **Hidalgo County**.

The contract will be awarded by competitive bidding and on the basis of unit pricing.

It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices WRITTEN IN WORDS for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Unit prices must be submitted in accordance with Item 2 of the Standard Specifications or Special Provision to Item 2 FOR EACH ITEM LISTED in this proposal and with the following: For each item listed in the Bid Proposal Sheets, write in a unit bid price in words and in figures in the spaces provided. Also, write in the extended amount (Item Cost) in figures for each item listed in the Bid Proposal Sheets by multiplying the unit bid price by its respective estimated quantity.

$_____

Total Bid Amount

Regional Linear Park Project - Phase I							
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	130.00		
104	6015		REMOVING CONC (SIDEWALKS) _____ DOLLARS and _____ CENTS	SY	169.00		
110	6001		EXCAVATION (ROADWAY) _____ DOLLARS and _____ CENTS	CY	2,384.00		
132	6006		EMBANKMENT (FINAL)(DENS CONT)(TY C) _____ DOLLARS and _____ CENTS	CY	500.00		
160	6005		FURNISHING AND PLACING TOPSOIL _____ DOLLARS and _____ CENTS	CY	50.00		
164	6023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) _____ DOLLARS and _____ CENTS	SY	28,667.00		
168	6001		VEGETATIVE WATERING _____ DOLLARS and _____ CENTS	MG	904.00		
170	6001		IRRIGATION SYSTEM _____ DOLLARS and _____ CENTS	LS	1.00		
192	6001		PLANT MATERIAL (4" CNTR) _____ DOLLARS and _____ CENTS	EA	316.00		
192	6002		PLANT MATERIAL (1-GAL) _____ DOLLARS and _____ CENTS	EA	300.00		
192	6005		PLANT MATERIAL (15-GAL) _____ DOLLARS and _____ CENTS	EA	23.00		
192	6006		PLANT MATERIAL (30-GAL) _____ DOLLARS and _____ CENTS	EA	66.00		
192	6016		PLANT BED PREPARATION _____ DOLLARS and _____ CENTS	SY	2,364.00		

Regional Linear Park Project - Phase I							
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
192	6026		PLANT MATERIAL (65 GAL) (TREE) _____ DOLLARS and _____ CENTS	EA	66.00		
192	6027		PLANT MATERIAL (100 GAL) (TREE) _____ DOLLARS and _____ CENTS	EA	33.00		
192	6031		PLANT MATERIAL (5 GAL) (SHRUB) _____ DOLLARS and _____ CENTS	EA	14.00		
192	6045		PLANT MATERIAL (MIN 2 1/2" CAL) (B&B) _____ DOLLARS and _____ CENTS	EA	143.00		
192	6049		PLANT MATERIAL (MIN 4' TRNK HT) (PALM) _____ DOLLARS and _____ CENTS	EA	66.00		
192	6097		CONC LNDSCP EDG (12 IN WIDTH) _____ DOLLARS and _____ CENTS	LF	1,185.00		
247	6225		FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) _____ DOLLARS and _____ CENTS	CY	2,742.00		
260	6006		LIME TRT (EXST MATL) (6") _____ DOLLARS and _____ CENTS	SY	18,596.00		
260	6007		LIME TRT (NEW BASE) (6") _____ DOLLARS and _____ CENTS	SY	16,450.00		
260	6043		LIME (HYD, COM OR QK)(SLURRY) _____ DOLLARS and _____ CENTS	TON	277.00		
310	6009		PRIME COAT (MC-30) _____ DOLLARS and _____ CENTS	GAL	3,147.00		
341	6039		D-GR HMA TY-D SAC-B PG64-22 _____ DOLLARS and _____ CENTS	TON	1,223.00		
416	6032		DRILL SHAFT (TRF SIG POLE) (36 IN) _____ DOLLARS and _____ CENTS	LF	26.00		

Regional Linear Park Project - Phase I							
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
423	6004		RETAINING WALL (CONC BLOCK) _____ DOLLARS and _____ CENTS	SF	135.00		
479	6001		ADJUSTING MANHOLES _____ DOLLARS and _____ CENTS	EA	3.00		
500	2001		MOBILIZATION _____ DOLLARS and _____ CENTS	LS	1.00		
502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING _____ DOLLARS and _____ CENTS	MO	1.00		
506	6021		CONSTRUCTION EXITS (INSTALL) (TY 2) _____ 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	3.50		
506	6038		TEMP SEDMT CONT FENCE (INSTALL) _____ DOLLARS and _____ CENTS	LF	25,800.00		
506	6039		TEMP SEDMT CONT FENCE (REMOVE) _____ DOLLARS and _____ CENTS	LF	25,800.00		
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12") _____ DOLLARS and _____ CENTS	LF	84.00		
506	6043		BIODEG EROSN CONT LOGS (REMOVE) _____ DOLLARS and _____ CENTS	LF	84.00		
528	6004		LANDSCAPE PAVERS _____ DOLLARS and _____ CENTS	SY	119.00		
531	6001		CONC SIDEWALKS (4") _____ DOLLARS and _____ CENTS	SY	126.00		

Regional Linear Park Project - Phase I							
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
531	6004		CURB RAMPS (TY 1) _____ DOLLARS and _____ CENTS	EA	2.00		
540	6001		MTL W-BEAM GD FEN (TIM POST) _____ DOLLARS and _____ CENTS	LF	350.00		
540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION _____ DOLLARS and _____ CENTS	EA	2.00		
542	6001		REMOVE METAL BEAM GUARD FENCE _____ DOLLARS and _____ CENTS	LF	250.00		
542	6002		REMOVE TERMINAL ANCHOR SECTION _____ DOLLARS and _____ CENTS	EA	2.00		
544	6001		GUARDRAIL END TREATMENT (INSTALL) _____ DOLLARS and _____ CENTS	EA	2.00		
550	6006		GATE (REMOVE) _____ DOLLARS and _____ CENTS	EA	2.00		
618	6023		CONDT (PVC) (SCH 40) (2") _____ DOLLARS and _____ CENTS	LF	13,751.00		
620	6003		ELEC CONDR (NO.12) BARE _____ DOLLARS and _____ CENTS	LF	13,871.00		
620	6004		ELEC CONDR (NO.12) INSULATED _____ DOLLARS and _____ CENTS	LF	27,382.00		
624	6002		GROUND BOX TY A (122311)W/APRON _____ DOLLARS and _____ CENTS	EA	48.00		
628	6045		ELC SRV TY A 240/480 060(NS)SS(E)SP(O) _____ DOLLARS and _____ CENTS	EA	8.00		
636	6003		ALUMINUM SIGNS (TY O) _____ DOLLARS and _____ CENTS	SF	60.00		

Regional Linear Park Project - Phase I							
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
644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) _____ DOLLARS and _____ CENTS	EA	20.00		
666	6312		RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL) _____ DOLLARS and _____ CENTS	LF	13,631.00		
677	6001		ELIM EXT PAV MRK & MRKS (4") _____ DOLLARS and _____ CENTS	LF	60.00		
686	6027		INS TRF SIG PL AM(S)1 ARM(24')LUM _____ DOLLARS and _____ CENTS	EA	2.00		
688	6001		PED DETECT PUSH BUTTON (APS) _____ DOLLARS and _____ CENTS	EA	2.00		
688	6003		PED DETECTOR CONTROLLER UNIT _____ DOLLARS and _____ CENTS	EA	1.00		
1005	6001		LOOSE AGGR FOR GROUNDCOVER (TYPE I) _____ DOLLARS and _____ CENTS	CY	5.40		
xxxx	0		LANDSCAPE FENCING _____ DOLLARS and _____ CENTS	LF	360.00		
xxxx	0		BIKE RACK _____ DOLLARS and _____ CENTS	EA	2.00		
xxxx	0		METAL BENCH _____ DOLLARS and _____ CENTS	EA	6.00		
xxxx	0		TRASH RECEPTACLE _____ DOLLARS and _____ CENTS	EA	4.00		
xxxx	0		REMOVEABLE BOLLARD _____ DOLLARS and _____ CENTS	EA	2.00		
xxxx	0		DRINKING FOUNTAIN _____ DOLLARS and _____ CENTS	EA	2.00		

Regional Linear Park Project - Phase I							
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
xxxx	0		CANOPY _____ DOLLARS and _____ CENTS	EA	2.00		
xxxx	0		EXERCISE STATIONS _____ DOLLARS and _____ CENTS	EA	3.00		
xxxx	0		RECTANGULAR RAPID FLASHING BEACON (2 SIDED WRAP) _____ DOLLARS and _____ CENTS	EA	2.00		
xxxx	0		CONC LT POLES W/ LT FIXTURES _____ DOLLARS and _____ CENTS	EA	328.00		
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

Regional Linear Park Project – Phase 1

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.

State of Texas Child Support Business Ownership Form

County: **HIDALGO**

Project Name: **Regional Linear Park Project-Phase 1**

TxDOT CSJ: **0921-02-365**

Bid Document Number: **2016-XXX-XX-XX-XXX**

Business Entity Submitting Bid:_____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

( ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by **Hidalgo County** With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

_____ _____

Signature Date

_____

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*:	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the cover Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, **the bidding firm and the signer certify that** the following information, as indicated by checking "Yes" or "No" below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_____ NO

B. If this proposal is the low bid, **the bidder agrees to** provide the following information prior to award of the contract.
   1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
   2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

NON-COLLUSION CERTIFICATION

By signing this proposal, **the bidder certifies that** the person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit this certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

CHILD SUPPORT

"Under Section 231.006, Family Code, **the vendor or applicant certifies that** the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CONTRACTOR'S ASSURANCE (Subcontracts-Federal Aid Projects)

By signing this proposal, **the contractor is giving assurances that** all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.6.B. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment"
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE – X.X%

Certification of DBE Goal Attainment

By signing the proposal, **the Bidder certifies that** the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the County and the bidder will be excluded for rebidding on the project when it is re-advertised

See Special Provision 000-1966, "Disadvantaged Business Enterprise in Federal Aid Contracts".

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

See Special Provision 000---009, "Certification of Nondiscrimination in Employment".

NOTICE TO CONTRACTORS

Hidalgo County (County) has entered into an agreement with the State of Texas (TxDOT), to construct Regional Linear Park Project – Phase From San Antonio Avenue to Ridge Road. The County is responsible for implementation of the project including the planning, design, construction and administration in accordance with TxDOT standards and is subject to the State's oversight.

The County has adopted the Texas Department of Transportation (TxDOT) 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, including Items 1L – 9L General Requirements and Covenants, (Standard Specs) as the governing specifications for this project *(See Section "Governing Specifications")*.

The County has also adopted TxDOT's Quality Assurance Program for Construction.

Unless otherwise specified, the County will assume the responsibilities of TxDOT where "TxDOT" or "Department" is referred to in the Standard Specs as stipulated in Special Provision 001-007 *(See Section "Governing Specifications")*.

Eligibility of Bidders: Refer to the Standard Spec Item 2, "Instructions to Bidders", Article 2.0, "Eligibility of Bidders". Any Contractor intending to bid on this project to be awarded by Hidalgo County must be prequalified by TxDOT. If Contractor is not prequalified, the Contractor must submit a satisfactory Confidential Questionnaire Form and an audited financial statement, or a Bidder's Questionnaire Form to the TxDOT Construction Division at least ten (10) days prior to the date that bids are to be opened. Obtain prequalification forms from the Texas Department of Transportation Construction Division.

Buy America: Refer to Standard Spec Item 6, "Control of Materials", Section 1.1, "Buy America". The Contractor will comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- the materials are temporarily installed.

The Contractor will be required to provide a notarized original of the FORM D-9-USA-1 with the proper attachment for verification of compliance.

Equipment Rental Rates: The equipment rental rates method of payment, per Standard Spec Article 9.7.4.3.2. is incorporated into the Contract by reference.

Time Extensions: Time charges for this project are based on a **Standard Workweek** as defined in Standard Spec Article 8.3.1.4. Time extensions will be considered for reasons outside of the contractor's control which may include inclement weather, unusual market conditions, or other conditions preventing work to progress as described in the referenced section.

Liquidated Damage Rate: Liquidated damages will be assessed in accordance with Standard Spec. Item 8 "Prosecution and Progress" Article 6. The Liquidated Damage Rate for this contract is stipulated in Information For Bidders (sheet 3 of 6).

Termination of Contract: The terms under which the County may terminate the Contract in whole or in part are as indicated in Standard Spec Item 8 "Prosecution and Progress" Article 8.

Safety & Trench Protection: The contractor shall be responsible to implement a project safety program compliant with OSHA standards and in accordance with FHWA-1273 Section VII (Safety: Accident Prevention) and Health and Safety Code 756.022 and 756.023. Trench Protection, as defined by the Health and Safety Code 756.022, may be required if the following conditions occur due to the Contractor's methods:

- Trenches 5 feet deep or more require a trench protection system.
- Trenches 20 feet deep or more require that the trench protection system be designed by a registered Professional Engineer.
- OSHA standards require daily inspections of trenches and as conditions change by a competent person prior to worker entry to ensure elimination of excavation hazards.

§ 635.106 Use of publicly owned equipment.

(a) Publicly owned equipment should not normally compete with privately owned equipment on a project to be let to contract. There may be exceptional cases, however, in which the use of equipment of the State or local public agency for highway construction purposes may be warranted or justified. A proposal by any STD for the use of publicly owned equipment on such a project must be supported by a showing that it would clearly be cost effective to do so under the conditions peculiar to the individual project or locality.

(b) Where publicly owned equipment is to be made available in connection with construction work to be let to contract, Federal funds may participate in the cost of such work provided the following conditions are met:

(1) The proposed use of such equipment is clearly set forth in the Plans, Specifications and Estimate (PS&E) submitted to the Division Administrator for approval.

(2) The advertised specifications specify the items of publicly owned equipment available for use by the successful bidder, the rates to be charged, and the points of availability or delivery of the equipment; and

(3) The advertised specifications include a notification that the successful bidder has the option either of renting part or all of such equipment from the State or local public agency or otherwise providing the equipment necessary for the performance of the contract work.

(c) In the rental of publicly owned equipment to contractors, the State or local public agency shall not profit at the expense of Federal funds.

(d) Unforeseeable conditions may make it necessary to provide publicly owned equipment to the contractor at rental rates agreed to between the contractor and the State or local public agency after the work has started. Any such arrangement shall not form the basis for any increase in the cost of the project on which Federal funds are to participate.

(e) When publicly owned equipment is used on projects constructed on a force account basis, costs may be determined by agreed unit prices or on an actual cost basis. When agreed unit prices are applied the equipment need not be itemized nor rental rates shown in the estimate. However, if such work is to be performed on an actual cost basis, the STD shall submit to the Division Administrator for approval the scheduie of rates proposed to be charged, exclusive of profit, for the publicly owned equipment made available for use.

§ 635.107 Participation by disadvantaged business enterprises.

(a) The STD shall schedule contract lettings in a balanced program providing contracts of such size and character as to assure an opportunity for all sizes of contracting organizations to compete. In accordance with Title VI of the Civil Rights Act of 1964, subsequent Federal-aid Highway Acts, and 49 CFR part 26, the STD shall ensure equal opportunity for disadvantaged business enterprises (DBEs) participating in the Federal-aid highway program.

(b) In the case of a design-build project funded with title 23 funds, the requirements of 49 CFR part 26 and the State's approved DBE plan apply. If DBE goals are set, DBE commitments above the goal must not be used as a proposal evaluation factor in determining the successful offeror.

[67 FR 75925, Dec. 10, 2002]

§ 635.108 Health and safety.

Contracts for projects shall include provisions designed:

(a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and

(b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

§ 635.109 Standardized changed condition clauses.

(a) Except as provided in paragraph (b) of this section, the following

changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

(1) *Differing site conditions.* (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

(2) *Suspensions of work ordered by the engineer.* (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.* (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term ''significant change'' shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use ''suspensions of work ordered by the engineer'' clauses, and may consider ''differing site condition'' clauses and ''significant changes in the character of work'' clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

§635.110 Licensing and qualification of contractors.

(a) The procedures and requirements a STD proposes to use for qualifying and licensing contractors, who may bid for, be awarded, or perform Federal-aid highway contracts, shall be submitted to the Division Administrator for advance approval. Only those procedures and requirements so approved shall be effective with respect to Federal-aid highway projects. Any changes in approved procedures and requirements shall likewise be subject to approval by the Division Administrator.

(b) No procedure or requirement for bonding, insurance, prequalification, qualification, or licensing of contractors shall be approved which, in the judgment of the Division Administrator, may operate to restrict competition, to prevent submission of a bid by, or to prohibit the consideration of a bid submitted by, any responsible contractor, whether resident or nonresident of the State wherein the work is to be performed.

(c) No contractor shall be required by law, regulation, or practice to obtain a license before submission of a bid or before the bid may be considered for award of a contract. This, however, is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Prequalification of contractors may be required as a condition for submission of a bid or award of contract only if the period between the date of issuing a call for bids and the date of opening of bids affords sufficient time to enable a bidder to obtain the required prequalification rating.

(d) Requirements for the prequalification, qualification or licensing of contractors, that operate to govern the amount of work that may be bid upon by, or may be awarded to, a contractor, shall be approved only if

CHANGE ORDERS

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree upon the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under the 2014 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (TXDOT Specification) Item 9.7, "PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any Item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more than 25% from the original Contract quantity. (The 25% variance is not applicable to non-site-specific Contracts.)

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with TxDOT Specification Item 8, "Prosecution and Progress."

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
Regional Linear Park Project – Phase 1

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:

Regional Linear Park Project – Phase 1 (From San Antonio Avenue to Ridge 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 Consultant Engineers, Inc., David A. Saenz, 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 **240 working days "Standard Workweek "** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $_____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_ REGIONAL LINEAR PARK PROJECT-PHASE 1

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:

By_____

_____
(Surety) Secretary

(Seal)

(Address)_____

_____
Witness as to Surety

_____

NOTE:If Contractor is partnership all Partners should execute bond

Telephone Number:_____

_____
(Address)

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 Regional Linear Park Project – Phase 1
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.)

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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 (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

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, powerlines, 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, 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.

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 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 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 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.

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 prope@ 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 payable 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

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 CONSULTING ENGINEERS COUNCIL

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This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

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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 "C".

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

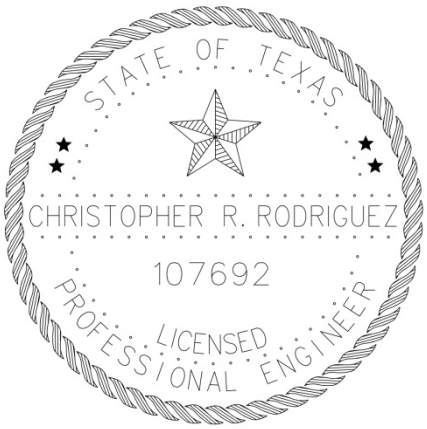
Control : **N/A**

Project : **Regional Linear Park Project – Phase 1**

Location : **San Antonio Avenue to Ridge Road**

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
David A. Saenz, P.E.
November 30, 2016

GENERAL NOTES:

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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.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 5: Control of the Work

The responsibility for the construction surveying on this contract will be in accordance with article 5.6.3., "Method C."

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the 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 Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

Work in this contract is required to be done on railroad property. Cooperate with the railroad companies and comply with all of their requirements including obtaining any training they require before performing work on railroad property.

ITEM 7: Legal Relations and Responsibilities

404 Permit Requirements:

The Contractor shall note that discharge of permanent or temporary fill material into the waters of the United States (U.S.), including jurisdictional wetlands, as necessary for construction, will require specific approval of the U.S. Army Corps of Engineers (USACE) under section 404 of the clean water act.

TxDOT will obtain the appropriate nationwide or individual permit (s) when necessary as dictated by project specific conditions and the potential to affect USACE jurisdictional areas to address the work detailed in the plans. The Contractor may review the permitted plans at the office of the Area Engineer in charge of construction. TxDOT will hold the Contractor responsible for following all conditions of the approved permit. If the Contractor cannot work

within the limits or scope of this permit (s), then it becomes the Contractor's entire responsibility to consult with the USACE on the need for changes or amendments to the conditions of the existing permit (s) as originally obtained by TxDOT. However, the Contractor may request TxDOT to assist in this process by providing complete and specific revised details for TxDOT review and submittal to the USACE. For off Project right of way coordination, the Contractor or his agent shall handle all activities directly with the USACE.

It is essential that any impacts to USACE jurisdictional waters of the U.S., including jurisdictional wetlands, be the minimum necessary to complete the proposed work. If the contractor needs further explanation of the conditions of the permit, including means of compliance, they may contact the Pharr District Environmental Coordinator.

Project Specific Locations (PSL's) Coordination

The contractor shall not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permitting for this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here includes materials delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The contractor shall be responsible for any and all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE.

The Contractor shall provide the department with a copy of all consultation(s) or approval(s) from the USACE prior to initiating activities.

The contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self determination has been made that the PSL is non-jurisdictional or proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The contractor is solely responsible for documenting any determination(s) that their activities do not affect a USACE permit area. The contractor shall maintain copies of their determination(s) for review by the department or any regulatory agency.

The disturbed area for all project locations in the Contract, and the Contractor project specific locations (PSLs) within 1 mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the ROW. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer and to the local government that operates a separate storm sewer system.

In order to expedite the approval process for PSL's or to eliminate or minimize potential impacts to project progress, initiate coordination efforts with the U.S.A.C.E. **within 30 days from the date of "authorization to begin work".** If this is not done, the contractor waives the right to request any contract time considerations if project progress is impacted and PSL'S approval is still pending.

Requests submitted to the area engineer will be evaluated on this basis, and will require documentation showing substantial early coordination efforts to expedite the approval process as herein stated. The request shall include a detailed chronological summary status with dates of coordination activities with the resource agencies, including those occurring after the initial coordination, to be reviewed and confirmed by the district's environmental section.

ITEM 8: Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.4.. Standard Workweek.

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

TxDOT is required to provide 10 working days advanced written notice of all proposed bridge widening, rehabilitation or demolition work to the Texas Department of State Health Services (TDSHS) to allow them the opportunity to both verify information provided regarding asbestos containing materials and abatement, and observe the demolition/renovation work. Considering that this notice will be provided to TDSHS at the beginning of the project for all affected bridge work based on start and finish dates included in the Contractor's original submitted work schedule, any schedule changes proposed by the Contractor shall be submitted to TxDOT at least 15 days prior to the revised or original start date to accommodate the required coordination with TDSHS.

Working days will be computed and charged in accordance with Article 8.3.14. defined as follows:

Prepare progress schedules as a Bar Chart.

ITEM 100: Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

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 Engineer.

The Contractor shall not begin any clearing operations before the resident Engineer has established and defined the trees and areas of vegetation that shall not be removed or disturbed by construction activities.

Prior to preparing Right of Way, those existing trees, shrubs or other landscape features designated by the Engineer for preservation and pruning as indicated on the "Roadside Planting" sheets and/or as directed by the Engineer shall be protected and pruned as detailed on sheets ___ and ___, respectively, to the satisfaction of the Engineer. This protection work shall be considered subsidiary to this Item.

Acceptable fencing material for tree protection shall be "Fence It Plus", 46"h x 150'l, new orange color, as manufactured by

Weathashade
3000 W. Orange Ave.
Apopka, Florida, 32703
(407) 889-3692

or approved equal. Approximately __ trees have been designated for preservation. All trees to be preserved are not necessarily shown on the plans.

ITEM 132: Embankment

Embankment (ORD COMP) shall be Type C. Material used as embankment material shall be material excavated..

It is the Contractor's responsibility to coordinate with the engineer to verify compaction.

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.

The following is are a list of seed types that have been found to grow in High Salt Areas and are to be used on SH 4:

Rhode Grass	(2.0 lbs./Acre)
Bermuda Grass	(1.2 lbs./Acre)
Alkali Sacaton	(1.9 lbs./Acre)
Blue Panic	(2.0 lbs./Acre)

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.

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.

General Notes

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 State’s expense in accordance with the provisions of Item 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 400: Excavation and Backfill for Structures

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 piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

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 Engineer 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

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

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 502: Barricades, Signs, and Traffic Handling

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer 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.

CONTROL: 0921-02-365
HIGHWAY: R.L.PARK PROJ.
COUNTY : HIDALGO

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

STANDARD SPECIFICATIONS:

ITEMS 1L TO 9L INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (100)
ITEM 104 REMOVING CONCRETE
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100)(160)(204)(210)(216)(260)(400)
ITEM 160 TOPSOIL (168)
ITEM 164 SEEDING FOR EROSION CONTROL (162)166)(168)
ITEM 168 VEGETATIVE WATERING
ITEM 192 LANDSCAPE PLANTING
ITEM 247 FLEXIBLE BASE (105)(204)(210)(216)(520)
ITEM 260 LIME TREATMENT (ROAD-MIXED)
(105)(132)(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 416 DRILLED SHAFT FOUNDATIONS (405)(420)(421)(423)(440)(448)
ITEM 423 RETAINING WALLS (420)(421)(440)(445)(458)(556)
ITEM 479 ADJUSTING MANHOLES AND INLETS
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
(161)(432)(556)
ITEM 528 COLORED TEXTURED CONCRETE AND LANDSCAPE
PAVERS(132)(247)(275)(401)(421)
ITEM 531 SIDEWALKS (104)(360)(420)(421)(440)(530)
ITEM 540 METAL BEAM GUARD FENCE (421)(441)(445)(529)
ITEM 542 REMOVING METAL BEAM GUARD FENCE
ITEM 544 GUARDRAIL END TREATMENTS
ITEM 618 CONDUIT (400)(476)
ITEM 620 ELECTRICAL CONDUCTORS (610)(628)
ITEM 624 GROUND BOXES (420)(421)(432)(440)(618)(620)
ITEM 628 ELECTRICAL SERVICES (441)(445)(449)(618)(620)(627)(656)
ITEM 636 ALUMINUM SIGNS (643)
ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES
(421)(440)(441)(442)(445)(636)(643)(656)
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316)(502)(662)(677)(678)

ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300)(302)(316)
ITEM 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL)
(416)(421)(441)(442)(445)(449)
ITEM 688 PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (618)(624)(682)(684)

SPECIAL PROVISIONS (SEE SECTION T):

SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY, 2012) ***(SEE SECTION U)***

WAGE RATES ***(SEE SECTION V)***
SPECIAL PROVISION “SCHEDULE OF LIQUIDATIED DAMAGES” (000---001L)
SPECIAL PROVISION “NONDISCRIMATION” (000---002L)
SPECIAL PROVISION “CERTIFICATION OF NONDISCRIMINATION IN EMPLOYEMENT”(000-003L)
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (000---004L)"
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS” (000---005L)
SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID CONTRACTS" (000-007L)
SPECIAL PROVISION TO ITEM 506 (506—001L)

SPECIAL SPECIFICATIONS:
ITEM 1005 LIME AGGREGATE FOR GROUND COVER
ITEM XXXX RECTANGULAR RAPID FLASH BEACON
ITEM XXXX CONCRETE LIGHTING POLES
ITEM XXXX LANDSCAPE FENCING
ITEM XXXX BIKE RACK
ITEM XXXX METAL BENCH
ITEM XXXX TRASH RECEPTACLE
ITEM XXXX REMOVEABLE BOLLARD
ITEM XXXX DRINKING FOUNTAIN
ITEM XXXX SHADE STRUCTURE
ITEM XXXX EXERCISE STATIONS

GENERAL:
THE ABOVE-LISTED SPECIFICATION ITEMS 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 ABOVE- LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Introduction
Local Government General Requirements

For all projects with State or Federal funds, and/or all projects on the State Highway System regardless of funding source, a Local Government must either adopt the latest TxDOT Standard Specifications, Special Specifications, and required Special Provisions or request TxDOT written approval of alternate, equivalent specifications. TxDOT's *"2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges"* are the latest TxDOT Standard Specifications. These "General Requirements" along with additional requirements specified by the particular local government, are intended as a templete for Item 1-9 in TxDOT's Standard Specifications on projects let by a local government that is on the State Highway System or includes reimbursement to the local government using FHWA or TxDOT funds.

This document is intended to be used as a template that allows the local government to modify Item 1-9 to meet their particular needs while assuring that all local, state, and federal statutory requirements are addressed. As this document modifies a TxDOT publication, there may be a question about terminology. In general, the "Owner" or the "Engineer" references the local government or their representatives (Consulting Engineers, etc.) Reference to "Department" or "Engineer" in the construction and maintenance specifications refers to the local government except when it is referencing a TxDOT specification, manual, material specification, Material Producers List or test method.

Foreword

OUTLINE OF SPECIFICATIONS

Each specification is outlined by articles and sections. The basic articles required for a specification are:

1. DESCRIPTION
2. MATERIALS
3. EQUIPMENT
4. CONSTRUCTION OR WORK METHODS
5. MEASUREMENT
6. PAYMENT

Some articles are not used in every item. Measurement and Payment articles are combined when the work described is subsidiary to bid items of the Contract.

HIERARCHY OF ORGANIZATIONAL ELEMENTS

Here "XXX" represents the item number. The hierarchy of organizational elements available below the item level is as follows:

XXX.1., Article
XXX.1.1., Section
XXX.1.1.1., Section
XXX.1.1.1.1., Section
XXX.1.1.1.1.1., Section
XXX.1.1.1.1.1.1., Section

The term section is used for all breaks below the article.

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America

IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. Abrasive Blasting. Spraying blasts of pressurized air combined with abrasive media.

3.2. Actual Cost. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. Addendum. Change in bid documents developed between advertising and bid submittal deadline.

3.4. Additive Alternate. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.

3.5. Deductive Alternate. A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.

3.6. Advertisement. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.7. Affiliates. Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.

3.8. Air Blasting. Spraying blasts of pressurized air free of oil and moisture.

3.9. Air Temperature. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.10. Anticipated Profit. Profit for work not performed.

3.11. Apparent Low Bidder. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.12. Architect of Record. A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.13. Arterial Highway. A highway used primarily for through traffic and usually on a continuous route.

3.14. Notice of Award. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. Base Bid. The total bid amount without additive alternates.

3.16. Bid. The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.

3.17. Bid Bond. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.18. Bid Documents. The complete set of documents necessary for a Bidder to submit a bid. The documents may include plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, and construction specifications.

3.19. Bid Error. A mathematical mistake made by a Bidder in the unit price entered into the bid documents.

3.20. Bid Form. The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.

3.21. Bidder. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.22. Blast Cleaning. Using one of the blasting methods, including, but not limited to, water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.

3.23. Bridge. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.24. Brush Blasting. Sweeping lightly with an abrasive blast to remove loose material.

3.25. Building Contract. A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.

3.26. Certificate of Insurance. A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. Change Order. Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.

3.28. Concrete Construction Joint. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.29. Concrete Repair Manual. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.30. ConcreteWorks©. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.31. Construction Contract. A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the Owner's transportation system.

3.32. Consultant. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.33. Contract. The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.34. Contract Documents. Elements of the Contract, including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, addendums, and supplemental agreements.

3.35. Contract Time. The number of days specified for completion of the work, including authorized additional working days.

3.36. Contractor. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.37. Controlled Access Highway. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.38. Control of Access. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.39. Control Point. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.40. Cross-Sections. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.41. Culvert. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")

3.42. Cycle. The activity necessary for performing the specified work within the right of way project limits once.

3.43. Daily Road-User Cost. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.44. Date of Written Authorization. Date of the written Notice to Proceed authorizing the Contractor to begin work.

3.45. Debar (Debarment). Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in local, state, or federal law.

3.46. Detour. A temporary traffic route around a closed portion of a road.

3.47. Department. When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.

3.48. Departmental Material Specifications. Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.

3.49. Direct Traffic Culvert. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.50. Disadvantaged Business Enterprise. A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.51. Divided Highway. A highway with separate roadways intended to move traffic in opposite directions.

3.52. Easement. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.53. Engineer. The Professional Engineer licensed in Texas who represents the interests of the Owner.

3.54. Entity. Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an Owner.

3.55. Expressway. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.56. Family Member. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

3.57. Force Account. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.58. Freeway. An expressway with full control of access.

3.59. Frontage Road. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.60. Hazardous Materials or Waste. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.61. High-Pressure Water Blasting. Water blasting with pressures between 5,000 and 10,000 psi.

3.62. Highway, Street, or Road. General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.

3.63. Historically Underutilized Business. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.64. Incentive/Disincentive Provisions. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.65. Independent Assurance Tests. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner or the Owner's representative and are not used for acceptance purposes.

3.66. Inspector. The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.

3.67. Intelligent Transportation System. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.68. Intersection. The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.

3.69. Island. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.70. Joint Venture. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.

3.71. Lane Rental. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.72. Letting. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.73. Letting Official. The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.74. Licensed Professional Engineer. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.75. Limits of Construction. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.76. Local Street or Road. A street or road primarily for access to residence, business, or other abutting property.

3.77. Low-Pressure Water Blasting. Water blasting with pressures between 3,000 and 5,000 psi.

3.78. Major Item. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.79. Material Producer List. TxDOT-maintained list of approved products. Referenced as “Department’s MPL”.

3.80. Materially Unbalanced Bid. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.81. Mathematically Unbalanced Bid. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder’s anticipated profit, overhead costs, and other indirect costs.

3.82. Median. The portion of a divided highway separating the traffic lanes in opposite directions.

3.83. Milestone Date. The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.

3.84. Monolithic Concrete Placement. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.85. National Holidays. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.

3.86. Nonhazardous Recyclable Material. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.87. Nonresident Bidder. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.88. Nonresponsive Bid. A bid that does not meet the criteria for acceptance contained in the bid documents.

3.89. Non-Site-Specific Contracts. Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.

3.90. Notice to Proceed, Written notification to the Contractor authorizing work to begin.

3.91. Notification. Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.

3.92. Owner, Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an Entity.

3.93. Pavement. That part of the roadway having a constructed surface for the use of vehicular traffic.

3.94. Pavement Structure. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.94.1. Surface Course. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.94.2. Base Course. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.94.3. Subgrade. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.94.4. Subgrade Treatment. Modifying or stabilizing material in the subgrade.

3.95. Payment Bond. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.96. Performance Bond. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.97. Plans. The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.

3.98. Power of Attorney for Surety Bonds. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.99. Qualification. The process for determining a Contractor's eligibility to be awarded a construction contract

3.100. Prequalification. The process for determining a Contractor's eligibility to bid work.

3.101. Prequalification Statement. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.102. Prequalified Contractor. A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.

3.103. Post Qualfication. The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.

3.104. Project-Specific Location. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.105. Proposal Guaranty. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.106. Quality Assurance. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.107. Quality Control. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.108. Ramp. A section of highway for the primary purpose of making connections with other highways.

3.109. Referee Tests. Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners .

3.110. Regular Item. A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.

3.111. Rental Rate Blue Book for Construction Equipment. Publication containing equipment rental rates.

3.112. Replacement Alternate. A bid item identified on the bid documents that a Bidder may substitute for a specific regular item of work.

3.113. Responsive Bid. A bid that meets all requirements of the advertisement and the bid documents for acceptance.

3.114. Right of Way. A general term denoting land or property devoted to transportation purposes.

3.115. Roadbed. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.

3.116. Road Master. A railroad maintenance official in charge of a division of railway.

3.117. Roadside. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.118. Roadway. The portion of the highway (including shoulders) used by the traveling public.

3.119. Sandblasting, Dry. Spraying blasts of pressurized air combined with sand.

3.120. Sandblasting, Wet. Spraying blasts of pressurized water combined with sand.

3.121. Shoulder. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.122. Shot Blasting. Spraying blasts of pressurized air combined with metal shot.

3.123. Sidewalk. Portion of the right of way constructed exclusively for pedestrian use.

3.124. Slurry Blasting. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.125. Special Provisions. Additions or revisions to these standard specifications or special specifications.

3.126. Special Specifications. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.127. Specifications. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."

3.128. Small Business Enterprise. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.

3.129. State. The State of Texas.

3.130. State Holiday. A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.

3.131. Station. A unit of measurement consisting of 100 horizontal feet.

3.132. Subcontract. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.133. Subcontractor. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.134. Subsidiary. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.135. Substructure. The part of the structure below the bridge seats, but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.136. Superintendent. The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.

3.137. Superstructure. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.138. Supplemental Agreement. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one party to another or other cases as desired by the Owner.

3.139. Surety. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.140. Surplus Materials. Any debris or material related to the Contract but not incorporated into the work.

3.141. Suspension. Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a contract

3.142. Tex –XXX-X. TxDOT material test methods found on TxDOT's Construction Division Web Site.

3.143. Traffic Lane. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.144. Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.145. Truck Owner-Operator. An individual who owns and operates 1 truck for hire.

3.146. UT-Bridge. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.147. UT-Lift. TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.

3.148. Utility. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.149. Verification Tests. Tests used to verify accuracy of QC and QA and mixture design testing.

3.150. Water-Abrasive Blasting. Spraying blasts of pressurized water combined with abrasive media.

3.151. Water Blasting. Spraying blasts of pressurized water of at least 3,000 psi.

3.152. Water-Injected Abrasive Blasting. Abrasive blasting with water injected into the abrasive/air stream at the nozzle.

3.153. Wholly-Owned Subsidiary. A legal entity owned entirely by the Contractor or subcontractor.

3.154. Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.

3.155. Written Notice. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current mailing address will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Bidders on this project must be prequalified though TxDOT. Refer to TxDOT's web site for prequalification requirements. Assure prequalification documents are submitted to TxDOT at least 14 days before bid opening. Comply with all technical prequalification requirements in the bid documents.

3. ISSUING BID DOCUMENTS

Bid Documents may be obtained at _____.

Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Owner.

The Owner will not issue bid documents if one or more of the following apply:

- the Bidder is prohibited from rebidding a specific project due to a bid error on the original bid documents,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated for convenience, or
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the use of the Owner in the preparation of plans. This information is provided for the Bidder's information only and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material

encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of documents at least five(5) days prior to the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive alternate item or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the bid form submitted had the incorrect number of items, or
- all addenda were not acknowledged.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- The bid was not in the hands of the Letting Official at the time and location specified in the advertisement.
- A bid was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates.
- The Bidder failed to acknowledge receipt of all addenda issued.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid form issued by the Owner.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid documents.
- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not attend a specified mandatory pre-bid conference.
- The Bidder did not meet the requirements of the technical qualification.
- The Bidder did not include a signed State of Texas Child Support Business Ownership Form.
- The bidder is not prequalified by TxDOT
- The bidder does not meet the Owner's qualification requirements.

8. SUBMITTAL OF BIDS

8.1. **Electronic Bids.** When electronic bidding is available, the Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to, acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1.1. **Bid Form**. Use the electronic bid form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic bid form may not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.1.2. **Bid Guaranty**. Provide a bid guaranty in the amount indicated on the bid form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

Use the most current version of the electronic bond accepted by the Owner. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or names of the Bidder or Bidders.

8.1.3. **Submittal of Bid**. Submit the bid using the Owner's bidding system.

8.1.4. **Revising the Bid Form**. Make desired changes as allowed by the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted will be used for tabulation purposes.

8.1.5. **Withdrawing a Bid**. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

8.2. **Printed Bid.**

8.2.1. **Bid Form**. Mark all entries in ink. As an alternative to hand writing the unit prices in the bid form, submit a typed bid form. A typed bid form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" in the bid form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

If a bid form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items.

8.2.2. Bid Guaranty. Provide a bid guaranty in the amount indicated on the bid documents. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2.8.1.2., "Bid Guaranty," and submit the electronic bid bond with the printed bid.

8.2.3. Guaranty Check. Make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

8.2.4. Bid Bond. Use the bid bond form provided by the Owner. Submit the bid bond with the powers of attorney attached and in the amount specified. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond completed as outlined in this section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with State law.

8.2.5. Submittal of Bid. Place the completed bid form and the bid guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement or in the bid documents. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

8.2.6. Revising the Bid Form. Make desired changes to the bid form in ink and submit the bid to the Letting Official. The Owner will not make revisions to a bid on behalf of a Bidder.

8.2.7. Withdrawing a Bid. Submit a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

10. TABULATING BIDS

10.1. Official Total Bid Amount. The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 2.11., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

10.2. Rounding of Unit Prices. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent

($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

10.3. Interpretation of Unit Prices. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

10.4. Consideration of Unit Prices.

10.4.1. A + B Bidding. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the bid and the unit bid prices bid. The time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the bid documents. When partial days are bid they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time.

10.4.2. "Buy America." Comply with Buy America in accordance with Section 6.1.1.. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than $2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater

11. CONSIDERATION OF BID ERRORS.

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of the bid of the apparent low bidder .and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

12. TIE BIDS

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids,

the low Bidder will be determined by a coin toss. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss. The Letting Official will preside over the proceedings for the coin toss.

Item 3L
Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 30 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

1.1. Award. The Owner will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

1.2. Rejection. The Owner will reject the Contract if:

- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
- The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
- The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
- Rejection of the Contract is in the best interest of the Owner.

1.3. Deferral. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

4.1. Contract. Executed by Contractor and Surety.

4.2. Bonds. Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000 to $100,000	Payment
More than $100,000	Performance and Payment

4.3. Insurance. Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable Certificate of Insurance.

Provide the Owner with a Certificate of Insurance verifying the types and amounts of coverage shown in Table 2. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: $600,000 each occurrence
Business Automobile Policy	Not Less Than: $600,000 combined single limit
Workers' Compensation	Not Less Than: Statutory
All Risk Builder's Risk Insurance (For building-facilities Contracts only)	100% of Contract Price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities Contracts, provide All Risk Builder's Risk Insurance to protect the Owner against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Owner under the Lost Payable Clause.

For Contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the State and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent items.

4.4. Railroad Documents. Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF BID GUARANTY

The bid guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

Item 4L
Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator, while formal partnering uses the services of a facilitator (internal or external).

3.1. Procedures for Partnering Meetings and Format. Informal partnering is required, unless formal partnering is mutually agreed to instead of the informal partnering.

3.2. Facilitators. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. Internal Facilitators. An Owner or Contractor internal (staff) facilitator may be selected as the facilitator at no additional cost to either party.

3.2.2. External Facilitators. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. Meetings and Arrangements. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances, including, but not limited to, audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to, Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

3.4. Payment. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9.7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including, but not limited to, meals, travel, and lodging. Owner facilitators, if available, may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more or less than 25% from the original Contract quantity.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in

Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

6. REQUESTS FOR ADDITIONAL COMPENSATION

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Owner an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Owner to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

The Owner will not consider fees and interest on requests for additional compensation. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

Damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Owner , submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner.

If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

6.1. Standby Equipment Costs. Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."

6.2. Project Overhead. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

6.3. Home Office Overhead. The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owners's goal is to have a dispute settled by the Engineer before elevating it as a claim.

If a dispute cannot be resolved, initiate the Contract claim procedure by filing a Contract claim after the completion of the Contract or when required for orderly performance of the Contract. Submit the claim to the Owner in accordance with state law.

For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. Acceptance of Defective or Unauthorized Work. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.

3.2. Correction of Defective or Unauthorized Work. When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans (including additional plans for non-site-specific work), special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L through 9L and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The

Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to active fire hydrants at all times unless approved by the Engineer.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. Project-Specific Information. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.2. Right of Entry Agreement (if required). The process for obtaining a fully executed ROE Agreement will be as follows:

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
- Partially execute the ROE Agreement and return it to the Department with the required insurance attached.

- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully-executed ROE Agreement from the railroad company, the Owner will forward the fully-executed ROE Agreement to the Contractor.

9. CONSTRUCTION SURVEYING

Use Method A unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. Method A. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control. At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. Method B. The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. Method C. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection, or lack of inspection, will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the

Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

12. FINAL ACCEPTANCE

12.1. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.1.1. Work Completed. Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.1.2. Final Inspection. After all work is complete, the Contractor will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise approved. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.1.3. Final Measurement. Final measurements and pay quantity adjustments may be made after final acceptance.

12.1.4. Removal of Traffic Control Devices. Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. Buy America. Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater;
- the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
- the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. Convict Produced Materials. Materials produced by convict labor may only be incorporated in the work if such materials have been:

- produced by convicts who are on parole, supervised release, or probation from prison; or
- produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Comment [k1]: Allow LG to modify based on their Quality Assurance Program approved by TxDOT.

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. Painted Steel Requirements. Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. Paint Removed by Third Party. The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. Paint Removed by the Contractor. This work may only be performed by a firm or company with one of the following certifications:

- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, "Field Cleaning and Painting Steel."

10.2. Removal and Disposal of Painted Steel. Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, "Removing Structures," and Item 497, "Sale of Salvagable Material."

10.3. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

10.4. Work Performed by a Third Party. When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L
Legal Relations and Responsibilities

1. SAFETY

Comment [CJM1]: Allow LG to modify based on LG safety program.

1.1. Point of Contact. Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

1.2. Safety Preconstruction Meeting. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Owner,
- local law enforcement, and
- other personnel that play an active role on the project.

1.3. Public Safety and Convenience. Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

Provide qualified flaggers in accordance with Item 502.2.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.

If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

1.4. Use of Blue Warning Lights. Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

1.5. Barricades, Warning and Detour Signs, and Traffic Handling. Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

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, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

3. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7.6., "Preservation of Cultural and Natural Resources and the Environment."

4. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

5. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

6.1. Cultural Resources. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

6.2. Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3). The Owner will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

Comment [T2]: Allow LG to modify.

6.3. Work in Waters of the United States. For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.

6.4. Work in Navigable Waters of the United States. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.

6.5. Work Over the Recharge or Contributing Zone of Protected Aquifers. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.

6.6. Project-Specific Locations. For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:

- Occupational Safety and Health Administration,
- Texas Commission on Environmental Quality,
- Texas Department of Transportation,
- Texas Historical Commission,
- Texas Parks and Wildlife Department,
- Texas Railroad Commission,
- U.S. Army Corps of Engineers,
- U.S. Department of Energy,
- U.S. Department of Transportation,
- U.S. Environmental Protection Agency,
- U.S. Federal Emergency Management Agency, and
- U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7. AGRICULTURAL IRRIGATION

Comment [CJM3]: Allow LG to modify. Optional Item.

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

8. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

9. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

10. USING EXPLOSIVES

Comment [k4]: Allow LG to modify.

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. The Owner retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with "DANGER – EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

11. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

12. ASBESTOS CONTAINING MATERIAL

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid directly but will be subsidiary.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. Overweight Construction Traffic Crossing Structures. The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. Construction Equipment Operating on Structures. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review and approval. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

16.3. Loads on Structures. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. Hauling Divisible Overweight Loads on Pavement Within the Work Locations. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the nonexecution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. Reimbursable Repair. Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. Appurtenances.

17.2.1. Unreimbursed Repair. Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. Reimbursed Repair. Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

17.3. Roadways and Structures. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. Detours. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. Relief from Maintenance. The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

17.5.1. Isolated Work Locations. For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. Work Except for Vegetative Establishment and Test Periods. When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. Work Suspension. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. When Directed by the Engineer. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. Basis of Payment. When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent items or Article 4.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. Definitions.

18.1.1. Electrical Work. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes," and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

18.1.2. Specialized Electrical Work. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required under Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any 3-phase electrical power.

18.1.3. Certified Person. A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.

18.1.4. Licensed Electrician. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. Work Requirements. The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

Table 2
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, “Electrical Conductors.”

Item 8L
Prosecution and Progress

1. PROSECUTION OF WORK

Unless otherwise shown in the Contract, begin work within 90 calendar days after the authorization date to begin work as shown on the Notice to Proceed. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

Comment [T1]: Allow LG to modify.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner, or any state or federal agency.

For federally funded Contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

2.1. Construction Contracts. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State or local funded Contract) excluding any items determined to be specialty items. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as directed by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

2.2. Payments to Subcontractors. Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.

2.3. Payment Records. Make payment records, including copies of cancelled checks, available for inspection by the Owner. Submit payment records upon request. Retain payment records for a period of 3 yr. following completion of the Contract work or as specified by the Owner.

Comment [T2]: Allow LG to modify.

Failure to submit this information to the Engineer by the 20th day of each month will result in the Owner taking actions, including, but not limited to, withholding estimates and suspending the work. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 30 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

3.1. Working Day Charges. Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. Working days will be computed and charged in accordance with one of the following:

3.1.1. Five-Day Workweek. Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. Six-Day Workweek. Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. Seven-Day Workweek. Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present,

and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.4. Standard Workweek. Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7 A.M. and 6 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.5. Calendar Day. Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. Other. Working days will be charged as shown in the Contract documents.

Comment [k3]: Allow LG to modify.

3.2. Restricted Work Hours. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this article unless otherwise shown in the Contract documents.

3.3. Nighttime Work. Nighttime work is allowed only when shown in the Contract documents or as directed. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

3.3.1. Five-, Six-, and Seven-Day Workweeks. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. Standard Workweek.

3.3.2.1. Nighttime Work Only. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," unless otherwise shown in the Contract documents.

3.3.2.2. Nighttime Work and Daytime Work Requiring Inspector. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., "Nighttime Work Only."

3.4. Time Statements. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

Comment [T4]: Allow LG to modify.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is

suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Comment [k5]: Allow LG to modify.

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

5.1. Project Scheduler. Designate an individual who will develop and maintain the progress schedule. The Project Scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule at the Preconstruction Meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

Comment [k6]: Allow LG to modify.

5.2. Construction Details. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, prepare the progress schedule as a Bar Chart or Critical Path Method (CPM), as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. Schedule Format. Format all project schedules according to the following:

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project;
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- Clearly and accurately identify the critical path as the longest continuous path;
- Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. Activity Format. For each activity on the project schedule provide:

- A concise description of the work represented by the activity;
- An activity duration in whole working days;
- Code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. Schedule Types.

Comment [T7]: Allow LG to modify based on LG specifications for type of schedule.

5.5.1. Bar Chart. Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

5.5.1.1. Progress Schedule Reviews. Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. Critical Path Method. Prepare and submit the schedule using the CPM.

5.5.2.1. Preliminary Schedule. Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.

5.5.2.2. Baseline Schedule. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days of the project unless the time for submission is extended.

5.5.2.2.1. Review. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day of the project unless the time for submission is extended.

5.5.2.3. Progress Schedule. Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- The actual start dates for activities started;
- The actual finish dates for activities completed;
- The percentage of work completed and remaining duration for each activity started but not yet completed; and
- The calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. Project Schedule Summary Report (PSSR). When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. Notice of Potential Time Impact. Submit a "Notice of Potential Time Impact" when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the time frames outlined above will compromise the Owner's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. Time Impact Analysis. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- Step 1. Establish the status of the project immediately before the impact.
- Step 2. Predict the effect of the impact on the schedule update used in Step 1.
- Step 3. Track the effects of the impact on the schedule during its occurrence.
- Step 4. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved, Steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

7. DEFAULT OF THE CONTRACT

7.1. Declaration of Default. The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- fails to conduct the work in an acceptable manner, or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. The Owner will also provide written notice of default to the Surety. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations.

The Owner will determine the method used for the completion of the remaining work as follows:

- Contracts without Performance Bonds. The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- Contracts with Performance Bonds. The Owner will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

Comment [k8]: Allow LG to modify

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner .

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. Wrongful Default. Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following:

- If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

8. TERMINATION OF THE CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the Owner or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. Procedures and Submittals. The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice;

- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- terminate all subcontracts to the extent they relate to the work terminated;
- complete performance of the work not terminated;
- settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. Settlement Provisions. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work;
- the percentage of Item 500, “Mobilization,” equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts;
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- other expenses acceptable to the Owner.

Item 9L
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. Linear Measurement. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. Volume Measurement. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. Weight Measurement. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. Hauling on Routes Accessible to the Traveling Public. For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. Hauling on Routes Not Accessible to the Traveling Public. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual item is less than $250 and the item is not originally a plans quantity item, then the item may be paid as a plans quantity item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that item, except as provided for in Article 4.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

Comment [T1]: Allow LG to modify.

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage as approved. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

Comment [T2]: Allow MOH by LG only after TxDOT approves LG MOH program.

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that

have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials that have an invoice cost of at least $1,000 in the request for MOH payment.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records, and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Engineer. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

7.1. Markups. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. Labor. Compensation will be made for payroll rates for each hour that the labor, foremen, or other approved workers are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. Insurance and Taxes. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. Materials. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. Equipment. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

7.1.4.1. Contractor-Owned Equipment. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours per month.

7.1.4.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. Standby Equipment Costs. Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

7.1.4.3.1. Contractor-Owned Equipment. For Contractor-owned machinery, trucks, power tools, or other equipment:

- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. Equipment Not Owned by the Contractor. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. Subcontracting. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

7.1.6. Law Enforcement. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. Railroad Flaggers. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

7.1.8. Bond Cost. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

Comment [CJM3]: Allow LG to modify.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Special Provision to Item 506
Temporary Erosion, Sedimentation, and Environmental Controls

For this project, item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the standard specifications, is hereby voided and replaced with the following.

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. CONSTRUCTION

3.1. **Contractor Responsibilities**. Implement the Owner's Storm Water Pollution Prevention Plan (SWP3) for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Owner's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

3.2. **General.**

3.2.1. **Phasing**. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

3.2.2. **Maintenance**. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3.2.3. **Stabilization**. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown

on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

3.2.4. **Finished Work**. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

3.2.5. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

3.3. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. . If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

3.3.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

3.3.1.1. **Type 1 (Non-reinforced)**.

3.3.1.1.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.1.2. **Top Width**. At least 2 ft.

3.3.1.1.3. **Slopes**. No steeper than 2:1.

3.3.1.2. **Type 2 (Reinforced)**.

3.3.1.2.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.2.2. **Top Width**. At least 2 ft.

3.3.1.2.3. **Slopes**. No steeper than 2:1.

3.3.1.3. **Type 3 (Reinforced)**.

3.3.1.3.1. **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.

3.3.1.3.2. **Top Width**. At least 2 ft.

3.3.1.3.3. **Slopes**. No steeper than 2:1.

3.3.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

3.3.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

3.3.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3.3.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

3.3.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

3.3.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

3.3.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

3.3.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

3.3.4.2. **Short-Term**.

3.3.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

3.3.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

3.3.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

3.3.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

3.3.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

3.3.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

3.3.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

3.3.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

3.3.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

3.3.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

3.3.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

3.3.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

3.3.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

3.3.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

3.3.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

3.3.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

3.3.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4. MEASUREMENT

4.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

4.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

4.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

4.1.2.1. **Installation**. Measurement will be made in final position.

4.1.2.2. **Removal**. Measurement will be made at the point of removal.

4.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

4.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

4.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

4.5. **Earthwork for Erosion and Sediment Control**.

4.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

4.5.2. **Volume Measurement**.

4.5.2.1. **In Place**.

4.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

4.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

4.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

4.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

4.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

4.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

4.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

5. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

5.1. **Rock Filter Dams**. 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 as follows:

5.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.2. **Temporary Pipe Slope Drains**. 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 "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

5.3. **Temporary Paved Flumes**. 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 "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Owner will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Initial Earthwork for Erosion and Sediment Control**. 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 "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.6. **Construction Perimeter Fence**. 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 "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

5.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

5.8. **Temporary Sediment-Control Fence**. 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 as follows:

5.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.9. **Biodegradable Erosion Control Logs**. 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 as follows:

5.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

5.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered 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.:

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:

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	

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     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.

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END OF GENERAL DECISION

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: **Regional Linear Park Project - Phase 1**

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			

Exhibit E-a

CHANGE ORDER NUMBER ONE(1)

Project: **Regional Linear Park Project - Phase 1**

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.

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: _____

Exhibit E-b

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: **Regional Linear Park Project - Phase 1**
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: _____

Exhibit E-C

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: _____

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

SAMPLE

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: _____

Hidalgo County
CSJ: 921-02-365

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:

Form L

Exhibit E-m

Hidalgo County
CSJ: 0921-02-365

	Contractor Name	Application No.	
	Starting Date	Application Date:	
	Project Ending Date	Period To:	
	Retainage Percent	Engineer Firm	

Summary													
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Exhibit E-n

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

sample

Print Name

Date

Signature

Exhibit E-O

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Regional Linear Park - Advertisement Agenda Item

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us>
Wed, Oct 05, 2016 04:35 PM
5 attachments

Subject : Regional Linear Park - Advertisement Agenda Item

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Cc : Eduardo Cantu <eduardo.cantu@co.hidalgo.tx.us>, David Saenz <dsaenz@lgengineers.com>, acortez@lgengineers.com, Keanan Krougov <kkrougov@lgengineers.com>, Reza Badiozzamani <reza@b2zeng.com>

Yolanda,

As discussed, include the following on agenda item to advertise: subject to TxDOT's approval for the Regional Linear Park Project Section 1.

In addition, attached please find the DRAFT Bid Docs that are subject to change upon TxDOTs approval.

Let me know if you need anything else.

Respectfully,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us



hike and bike logo.jpg
83 KB



Facebook.png
1 KB



Twitter.png
32 KB



YouTube.png
3 KB

Bid Docs - Phase 1.pdf
8 MB

AI-56824 **Purchasing Department** **18. D. 1.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of 9,501.62) as submitted by project engineer, L&G Consulting Engineers in connection with Contract# C-16-305-10-04.

BACKGROUND

To provide "Construction Material Testing Services for the "San Carlos CRC Landscaping, Irrigation & Retaining Wall"

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding pending on approval of AI-56817 on CC 10/07/2016.

Attachments

Work Authorization No. 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 01:14 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Rocio Villarreal		Started On: 10/07/2016 11:44 AM
Final Approval Date: 10/07/2016		

L&G Consulting Engineers, Inc.

October 4, 2016

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Precinct No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

RE: Work Authorization No. 1 – *"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* Project In Hidalgo County Precinct No. Four (4)

Dear Ms. Lucio:

L&G Engineering (L&G), is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 1
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B)
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L&G Engineering appreciates the opportunity to submit Work Authorization No. 1 and look forward to working with **Hidalgo County Pct. 4.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING

Ricardo A. Gil
General Manager

Attachments: Work Authorization No. 1

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY

Professional Engineering Services
Contract # C-16-305-10-04
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING** professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for the *"San Carlos CRC Landscaping, Irrigation, & Retaining Wall"* Project in Hidalgo County Precinct No. Four (4)**

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 **$9,501.62**. 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 5.1 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 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. 4 Commissioner Joseph Palacios as to content and detail of this Work Authorization No. #1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2016.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
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: ***"San Carlos CRC – Landscaping, Irrigation, & Retaining Wall"*** **within Hidalgo County Precinct No. Four (4)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering** with **Construction Documents, Plans and Specifications** for the ***"San Carlos CRC – Landscaping, Irrigation, & Retaining Wall"*** **Project In Hidalgo County Precinct No. Four (4)**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: ***"San Carlos CRC – Landscaping, Irrigation, & Retaining Wall"*** **Project In Hidalgo County Precinct No. Four (4)**

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 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 will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the ***"San Carlos CRC – Landscaping, Irrigation, & Retaining Wall"*** **Project In Hidalgo County Precinct No. Four (4)**

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 acceptance testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications. The following will not be inclusive of the Scope of Services unless it is otherwise requested:
    - Design Submittal Review
    - Trial Batch to Verify Concrete Design prior to placement
    - Concrete Batch Plant Inspection
- 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 material 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 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 is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering 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 prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering 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 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: ***"San Carlos CRC – Landscaping, Irrigation, & Retaining Wall"*** **Project In Hidalgo County Precinct No. Four (4)**

Work Schedule

L&G Engineering will provide **Hidalgo County Pct. # 4** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-16-305-10-04.**

ATTACHMENT "D"
Cost Proposal

***PROJECT**: "San Carlos CRC – Landscaping, Irrigation, & Retaining Wall"* **Project In Hidalgo County Precinct No. Four (4)**

See Attached

Attachment "D"
L&G Engineering
San Carlos CRC Landscaping Irrigation & Retaining Wall
Prepared for Hidalgo County Precinct No. 4

In-Situ Soils Testing-Laboratory					
Standard Proctor	2	Ea.	$212.50	$425.00	*In Situ Subgrade*
Atterberg Limits of Soils	2	Ea.	$79.66	$159.32	*Moisture-Density Testing on*
Material Finer #200	2	Ea.	$66.47	$132.94	*the following:*
pH testing	4	Ea.	$86.40	$345.60	
Sieve Analysis	4	Ea.	$95.76	$383.04	
Test Report	6	Ea.	$23.59	$141.54	
Technician (Soils)	16	Hr.	$48.11	$769.76	
Mileage (Trip Charge)	160	Mi.	$0.56	$89.60	
			Subtotal:	$2,446.80	
In-Situ Soils Testing-Field					
Field Density Test	20	Ea.	$23.91	$478.20	*Testing on the Following:*
Test Report	6	Ea.	$23.59	$141.54	*6 trips to perform testing*
Technician (Soils)	18	Hr.	$48.11	$865.98	
Mileage (Trip Charge)	240	Mi.	$0.56	$134.40	
			Subtotal:	$1,620.12	
Cast in Place Concrete Testing - Retaining Walls					
Air Content(Pressure Method)	6	Ea.	$23.86	$143.16	*6 site visits*
Test Report	6	Ea.	$23.59	$141.54	*for placement*
Technician (Concrete)	18	Hr.	$48.11	$865.98	*testing*
Mileage (Trip Charge)	240	Mi.	$0.56	$134.40	
			Subtotal:	$1,285.08	
Cyl. Spec. Prep, Hold, Cure	24	Ea.	$12.00	$288.00	*Quantities based on*
Comp. Str. Of Cyl. Specimen	24	Ea.	$15.92	$382.08	*sample pickup and*
Test Reports (7 and 28 day)	12	Ea.	$23.59	$283.08	*deliver to*
Technician (Concrete)	18	Hr.	$48.11	$865.98	*laboratory for*
Mileage (Trip Charge)	240	Mi.	$0.56	$134.40	*Compression Testing*
			Subtotal:	$1,953.54	

Estimated Field and Laboratory Test Fees			$7,305.54
Admin/Clerical(Reports) (Hr.)	8	$56.60	$452.80
Laboratory Manager (Report Review)(Hr.)	8	$96.22	$769.76
Project Engineer (Report Review)(Hr.)	8	$121.69	$973.52
Estimated Materials Testing Total			$9,501.62

AI-56826 **Closed Session** **20. C.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 10/07/2016 01:25 PM

Final Approval Date: 10/07/2016

AI-56830 **Closed Session** **20. D.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Form Started By: Monica Badillo Started On: 10/07/2016 01:34 PM

Final Approval Date: 10/07/2016

AI-56788 **Closed Session** **20. E.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County, Texas; In the County Court At Law No. 2 of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 11:46 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/06/2016 11:44 AM

Final Approval Date: 10/07/2016

AI-56840 **Closed Session** **20. F.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4230-16-G; Blanca Quintanilla and Glendy Hernandez v Hidalgo County Constable Pct. 3

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:08 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/07/2016 03:04 PM

Final Approval Date: 10/07/2016

AI-56777 **Closed Session** **20. G.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Texas Department of Public Safety

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 10:19 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 10/06/2016 10:16 AM
Final Approval Date: 10/07/2016		

AI-56779 **Closed Session** **20. H.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ruben Alaniz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 10:19 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 10/06/2016 10:18 AM
Final Approval Date: 10/07/2016		

AI-56807 **Closed Session** **20. I.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Rolando Gonzalez, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 03:40 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 10/06/2016 03:37 PM
Final Approval Date: 10/07/2016		

AI-56843 **Closed Session** **20. J.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Brittany Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:31 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/07/2016 03:21 PM

Final Approval Date: 10/07/2016

AI-56827 **Open Session** **22. C.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - Contract #C-05-007-08-02; Juvenile Justice Center

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 10/07/2016 01:25 PM

Final Approval Date: 10/07/2016

AI-56829 **Open Session** **22. D.**

CC - REGULAR

Meeting Date: 10/13/2016

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

Form Started By: Monica Badillo Started On: 10/07/2016 01:33 PM

Final Approval Date: 10/07/2016

AI-56789 **Open Session** **22. E.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County, Texas; In the County Court At Law No. 2 of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 11:46 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/06/2016 11:45 AM

Final Approval Date: 10/07/2016

AI-56841 **Open Session** **22. F.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4230-16-G; Blanca Quintanilla and Glendy Hernandez v Hidalgo County Constable Pct. 3

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:08 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/07/2016 03:05 PM

Final Approval Date: 10/07/2016

AI-56778 **Open Session** **22. G.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Texas Department of Public Safety

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 10:19 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 10/06/2016 10:17 AM
Final Approval Date: 10/07/2016		

AI-56780 **Open Session** **22. H.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ruben Alaniz

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 10:30 AM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 10/06/2016 10:19 AM
Final Approval Date: 10/07/2016		

AI-56808 **Open Session** **22. I.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Rolando Gonzalez, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/06/2016 03:40 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM
Form Started By: Aida Alvarez		Started On: 10/06/2016 03:39 PM
Final Approval Date: 10/07/2016		

AI-56845 **Open Session** **22. J.**

CC - REGULAR

Meeting Date: 10/13/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Brittany Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2016 03:31 PM
Final Approval	Monica Badillo	10/07/2016 05:36 PM

Form Started By: Monica Badillo Started On: 10/07/2016 03:23 PM

Final Approval Date: 10/07/2016