



**AGENDA  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
November 1, 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-57116** Discussion, consideration, and approval of Letter of Support for the establishment of a special purpose subzone for Universal Metal Products.
- 6. Constables:**
  - A. AI-57093** Constable Pct. #1:  
Discussion, consideration, and approval to appoint the following as Reserve Deputies Constable by Constable Celestino Avila, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.012.:
    1. Mario Garcia
    2. Brandon Solis
    3. Oscar E.Limas

**B. AI-57033** Constable Pct. 3

1. Authorization and approval to enter into an Interlocal Agreement between the Hidalgo County Constable Precinct 3 Department and the City of Sullivan City Police Department for the transfer and acceptance of one (1) 2004 Ford F-150 Pickup pursuant to Chapter 59 of the Code of Criminal Criminal Procedure.
2. Authorization, approval, and acceptance of Interlocal Agreement between Hidalgo County Constable Precinct 3 Department and the City of Sullivan City Police Department for one (1) 2004 Ford F-150 Pickup.
3. Authorization and approval to surplus (1) 2004 Ford F-150 Pickup Asset# 56523, and have it removed from the Hidalgo County Constable Precinct 3 Fixed Asset Inventory List of equipment.

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

- A. AI-57039** Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Weslaco for implementation of scofflaw procedures and processes for vehicle registration denial services.

**8. Executive Office:**

- A. AI-56910** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
- 1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
  - 2) Emergency situations occurring since last agenda meeting
- B. AI-57090** Requesting permission by the Edinburg Chamber of Commerce to use the county square for the following event:  
Night of Lights Parade on Friday, December 2, 2016 (evening)
- C. AI-57084** Requesting approval of reimbursement to Tomas Salazar in the amount of \$7.03 for purchase of needed light bulb for county unit
- D. AI-57148** Discussion, consideration and action to authorize Valde Guerra, Executive Officer to sign Waiver of Priority Purchase Right documents regarding Potential Sale of State-Owned Property -TXDOT
- E. AI-56944** Approval of 2017 Holiday Schedule

**9. Human Resources:**

- A. AI-57070** Juvenile Detention /Juv Dir Supervision (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
  2. Discussion, consideration, and approval of the following personnel actions, effective 10/19/16:

<b>Action</b>	<b>Dept./ Program</b>	<b>Slot No.</b>	<b>Position Title</b>	<b>Current Budgeted Salary / Allowance</b>	<b>Proposed Budgeted Salary/ Allowance</b>
Remove Longevity	330-001 (Juv Detention Pre Adj.)	7925	JSO/Detention Officer	\$480.00	\$0.00
Create Allowance Slot (to provide longevity w/effective date 10/19/16)	330-001 (Juv Dir Supervision)	7124	Probation Officer	\$0.00	\$480.00

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

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

- A. AI-57078** County Judge Ramon Garcia and Commissioners to receive flu shot
- B. AI-57107** Prenatal FY 16 (1293):
1. Approval of certification of revenues as certified by County Auditor for program income generated from the Prenatal FY 16 grant program.
  2. Approval of 2016 appropriation of funds in the amount of \$437.05.
- C. AI-57094** Child Health FY 16 (1293):
1. Approval of certification of revenues as certified by the County Auditor for program income generated from the Child Health FY 16 grant program.
  2. Approval of 2016 appropriation of funds in the amount of \$57.82.

**D. Health Care Funding District:**

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

**E. 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. Fire Marshal's Office:**

- A. **AI-57136** Adoption of the Hidalgo County Emergency Evacuation Plan Policy

**12. Adult Probation:**

- A. **AI-57105** DWI CRT (1289):

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of \$2,399.00

2. Approval of appropriation of the DWI program income (GPI) in the amount of \$2,399.00

- B. **AI-57092** DWI CRT (1289):

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of \$1,991.00.

2. Approval of appropriation of the DWI program income (GPI) in the amount of \$1,991.00

**13. IT Department:**

- A. **AI-57144** District Attorney:

Approval to enter into a Verizon Wireless Customer Agreement DIR Contract No. DIR-TSO-3415, with authorization for Criminal District Attorney, Ricardo Rodriguez, Jr. to sign Appendix D.

**14. Community Service Agency:**

- A. **AI-57077** Discussion, consideration and authorization to request an extension of ninety days to the Texas Department of Housing and Community Affairs CSBG Contract # 61160002386 with authorization for the County Judge or his designee to submit such request.
- B. **AI-57066** Discussion, consideration and possible action to approve Amendment #1 to the Texas Veteran's Commission Grant Award number FVA-16-B-0333 as recommended by the Community Service Agency Community Advisory Board with authorization for the County Judge to sign all appropriate documentation.

**15. Urban County:**

- A. **AI-57101** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Weslaco, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) City of Weslaco– Water/Sewer Improvements funds.

<b>Professional Service Firm</b>	<b>Grade</b>	<b>Ranked</b>
Cruz-Hogan Consultants, inc.	95.67%	
L & G Consulting Engineers, inc.	94.33%	
Sigler, Winston, Greenwood & Associates	92.00%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm \_\_\_\_\_ for a Urban County Program Year 29 (2016) City of Weslaco– Water/Sewer Improvements project.
- B. **AI-57048** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services-Construction Materials Geo-Technical Testing 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 Street Improvement funds.

Professional Service Firm	Grade	Ranked
Raba-Kistner Consultants, Inc.	98.67%	
Fulcrum Consultants, Inc.	86.67%	
Earth Co.	84.33%	

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 Street Improvement project.

**C. AI-57068** 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 Street Improvement funds.

Professional Service Firm	Grade	Ranked
Hinojosa Engineering, Inc.	95.00%	
Land Tech, Inc.	90.33%	
Terracon Consulting Engineers	88.67%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of \_\_\_\_\_ for the provision of engineering services for an Urban County Program Year 29 (2016) Granjeno Street Improvement project.

**D. AI-57099** 1. “Subject to: HB 1295 Compliance.” The Urban County Program on behalf of the City of Progreso is requesting approval of a best and final negotiated contract for professional engineering services with LAZCAMREA, LLC dba Fulcrum Consulting Services, in the amount of \$24,266.00 utilizing CDBG FY 29 (2016) Progreso Street Improvement funds.

2. Requesting approval of Work Authorization No. 1 – Progreso 2016 Street Improvements project in the amount of \$24,266.00.

- E. AI-57102** “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 \$30,012.37 for the Sullivan City Fire Dept. (FY 2016).
- F. AI-57097** 1. “Subject to: HB 1295 Compliance.” The Urban County Program on behalf of the City of Weslaco is requesting approval of a best and final negotiated contract for construction materials testing services with Raba Kistner Consultants, Inc., in the amount of \$37,018.14 utilizing CDBG FY 28 (2015) Weslaco Water/Sewer Improvement funds.
2. Requesting approval of Work Authorization No. 1 – Weslaco Waterline Improvements project in the amount of \$37,018.14.
- G. AI-57100** 1. “Subject to: HB 1295 Compliance.” The Urban County Program on behalf of the City of Edcouch is requesting approval of a best and final negotiated contract for professional engineering services with LAZCAMREA, LLC dba Fulcrum Consulting Services, in the amount of \$27,070.00 utilizing CDBG FY 26 (2013) Edcouch Street Improvement funds.
2. Requesting approval of Work Authorization No. 1 - Edcouch 2013/2014 Amended Street Improvements in the amount of \$27,070.00.

**16. Head Start Program:**

- A. AI-57042** Discussion/Approval/ Appointment of One Community Rep by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October (Pending Appointments: Commissioner A.C. Cuellar, Jr., Pct. 1 and Commissioner Joseph Palacios, Precinct 4)

**17. WIC:**

- A. AI-57106** WIC (1292)
1. Requesting approval to accept the FY17 Department of State Health Services (DSHS) Contract No. 2017-049851-001 award in the amount of \$12,300,469.00 for the period of October 1, 2016 thru September 30, 2017.
  2. Requesting approval for County Judge to sign the Signature Page Document for Department of State Health Services Contract No. 2017-049851-001.
  3. Requesting approval for County Judge to sign the Fiscal Federal

## Funding Accountability and Transparency Act For Fiscal Year (FY17).

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

- A. **AI-57143** Resolution expressing Hidalgo County's support for McAllen Public Utility's (MPU) Regional Water Transmission Line project.

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

- A. **AI-57038** Pct 4 Rd. Maint (1200):  
 A. Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.  
 B. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of \$142,011.20.

**20. Budget & Management:**

- A. **AI-57041** Approval of automated clearing house (ACH) payment to the Department of Health and Human Services (HHS) via Pay.gov for the County's 2016 Affordable Care Act (ACA) Transitional Reinsurance fee of \$184,329.00.

**B. Budget Appropriations:**

1. **AI-57032** Pct. 1 Road & Bridge (1200):  
 a. Approval of certification of revenues, as certified by the County Auditor, for 1/3 paving revenues in relation to the Los Cielos Subdivision (Mile 12 1/2 N) road improvement project.  
 b. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of \$70,597.75.

**21. Purchasing Department:****Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY**

**TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

1. **AI-57051** Award and acceptance of contract document to sole bidder meeting all Specifications/Requirements for Request for Bid titled: "Punched & Drawn Biaxial Geogrid Reinforcement Material" - No.: 2016-284-10-05-SGS
  
2. **AI-57053**
  - A. Pursuant to Legal Notice #2, recommending waiver of formality/technicality [accept the bid page submitted by ARB Fire Protection which displays the bid page for a previous bid eventually rejected with no changes on same other than new bid number], as it is in the best interest of HC to do so;
  
  - B. Presentation of bids received for the purpose of award to the responsible vendor submitting the lowest and best bid [meeting specifications and/or requirements] with approval of contract document, for project titled: Hidalgo County "Fire Extinguishers Equipment & Maintenance Services" through RFB No.: 2016-365-10-19-FAZ.
  
3. **AI-57044**
  - A. Presentation and action of the updated and modified procurement template [as reviewed and approved as to form by legal counsel-HC-DA-Civil Div.] including, but not limited to, RFB, RFP, RFQ, RFO, RFI and RFSQ packets which may also include options for accepting required copies with original submissions;
  
  - B. Requesting rescission of items on previous HCCC meetings authorizing publication of RFB and the approval of the procurement packets including, but not limited to, the following projects:
    - 1) C/AI#56753-CC meeting of 10-25-16: Tire Disposal Service
    - 2) C/AI#56756-CC meeting of 10-13-16: Printing Services and Related Supplies
    - 3) R/AI#56764-CC meeting of 10-13-16: Regional Linear Park Project - Phase I
    - 4) R/AI#56400-CC meeting of 10-04-16: Recovery and Motor Pool Improvements
 including authority to advertise [w/re-adv if necessary] and approval to use the newly approved Request for Bids procurement packets for the identified projects herein and above.

**B. Pct. 1**

1. **AI-57046** Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO Increases for HC Commissioner, Pct. #1:

- Purchase order Increase # 748970
- Requisition: 308603, 308633, 308640, 308642 & 308861

2. **AI-57074** A. Recommendation by project engineer, LeFevre Engineering & Management Consulting, LLC, to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295 and SAM.gov , for the following four (4) FEMA projects as listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
1	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 East Road	2016-362-10-19	Asago Construction	\$164,927.97
2	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 1/2 East Road	2016-363-10-19	Asago Construction	\$234,213.30
3	Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Mile 4 North	2016-364-10-19	Asago Construction	\$143,045.30
4	Hidalgo County Precinct No. 1 FEMA Road Drainage Improvements - Mile 8 North Road	2016-361-10-19	Asago Construction	\$168,377.57

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

**C. Pct. 3**

1. **AI-57121** Acceptance and approval to execute the final form of a Professional Engineering Agreement with Javier Hinojosa Engineering for "Road and Bridge, Drainage Improvement and All Other Related Projects in General" for Pct 3, and as approved for negotiations on CC 09/06/16 and subject to compliance with HB23 and HB1295 [if and when applicable];
2. **AI-57095** Requesting approval to process the following invoice as claim with authority for County Auditor to issue payment after review, and processing procedure are completed by County Auditor: Invoice number 214-11374 Frontera Materials, in the amount of \$541.08.

**D. Pct. 4**

1. **AI-57131**
  - a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
  - b. Presentation of a scoring grid (for the purpose of ranking by CC) the firms graded and evaluated through the County's approved "pool" of professional engineering services for continuation of the "Sunflower Park Project" located within Precinct No. 4.

FIRMS	South Texas Infrastructure Group, LLC	Pena Engineering, LLC	Entech Civil Engineers, Inc.
Evaluator 1	98	95	93
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering service agreement with the No. 1 ranked firm: \_\_\_\_\_ for the provisions of "professional engineering services" for the continuation of the "Sunflower Park Project" in Precinct No. 4.

2. **AI-57087** Acceptance and approval of Change Order No. 7 to extend the term an additional thirty (30) days under agreement # C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction (reviewed/recommended by project architect Mata-Garcia Architects, LLP) for: Precinct 4-"Construction of a CRC in San Carlos".
  
3. **AI-57079** As directed by Pct., requesting rescission of action taken by (CC 05/25/16 - REG. #20 (d)(1) - AI-54765), Selection/Ranking and Authority to Negotiate with the #1 firm selected, Mata-Garcia Architects for "Architectural Services" for which no final form of agreement was reached for the "Brewster Park Project".

**E. Sheriff's Office**

1. **AI-57080** A. Approval to amend a previous Sole Source Declaration for Spillman Technologies Inc. to include the entire existing suite of comprehensive software and hardware solutions and for all future hardware, software, & maintenance purchases in order to operate and maintain their Law Enforcement Systems such as, but not limited to Driver's License Scanning Solution, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), & Uniform Crime Reporting (UCR);  
B. Approval to purchase an upgrade to the existing Uniform Crime Reporting software as quoted by Spillman Technologies Inc. to include TX-IBR / NIBRS Software and Installation in the amount of \$83,033.00.

**F. Co. Wide**

1. **AI-57063** Acceptance and approval of Sole Response received and meeting all specifications and/or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Concrete Mix Delivery & Pickup Services" through project No.: 2016-286-10-05-FAZ.
  
2. **AI-57076** Presentation of the sole responsible vendor submitting the lowest and best bid [meeting all specifications and/or requirements-as detailed in the documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2016-285-10-05-FAZ.

22. **Open Forum**
23. **Closed Session:**  
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:
- A. Real Estate Acquisition
  - B. Pending and/or potential litigation
  - C. **AI-57138** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red River - Tax Abatement.
  - D. **AI-57141** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project River Crossing - Tax Abatement.
  - E. **AI-57150** Claim of Francisco Navarro
24. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
- B. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)
25. **Open Session:**
- A. Real Estate Acquisition and appropriation for same
  - B. Pending and/or potential litigation
  - C. **AI-57140** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red River - Tax Abatement.

- D. **AI-57142** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project River Crossing - Tax Abatement.
  
- E. **AI-57151** Claim of Francisco Navarro

26.

**Closed Session:**

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

27.

**Open Session:**

Commissioners Court may reconvene into Open Session for the discussion regarding the agenda items listed

28.

**Adjourn**

AI-57116

County Judge's Office 5. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

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

**Department:** COUNTY JUDGE

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**Information**

**CAPTION**

Discussion, consideration, and approval of Letter of Support for the establishment of a special purpose subzone for Universal Metal Products.

**BACKGROUND**

Universal Metal Products Inc. is applying for Foreign Trade Zone Board authority to operate a manufacturing facility within the City of Pharr, County of Hidalgo, based on trade related needs.

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**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact.

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**Attachments**

Backup  
letter

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 10:41 AM
Linda Flores	Linda Flores	10/28/2016 11:56 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Virginia Jones		Started On: 10/28/2016 09:47 AM
Final Approval Date: 10/28/2016		



September 23, 2016

Via FedEx Tracking No.: 7773-0070-9299

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

**RECEIVED**

**SEP 26 2016**

**COUNTY JUDGE**

Dear Judge Garcia:

Universal Metal Products, Inc. has more than 50 years of experience in providing custom metal stampings ranging from complex Fourslide and Multislide to light, medium and heavy duty Punch Press operations. Universal Metal Products specializes in high volume appliance, automotive and industrial metal stampings, and has locations in Cleveland, OH, Toledo, OH, and Pharr, TX.

Universal Metal Products, Inc. intends to seek Foreign Trade Zone (FTZ) subzone designation for their manufacturing facility located at 101 W. Eldora Road in Pharr, TX. Universal Metal Products believes that with FTZ procedures it can achieve operational efficiencies and maintain or possibly expand its manufacturing operations in the Pharr, TX area. Such potential expansion could create job opportunities for the citizens of the City of Pharr and its neighboring cities, driving a positive economic impact for the region.

The U.S. Foreign Trade Zone Program is a federal incentive program designed to encourage business activity, jobs and investment in the US. The program is administered by the Department of Commerce, and foreign trade zone locations are specifically designated by the Department of Commerce. These locations are considered outside of the customs territory of the United States, which gives business the opportunity to operate with customs treatment of imported goods equivalent to operations conducted offshore.

While the primary benefit to a business operating in a foreign trade zone relates to customs, there are some non-customs benefits. Of particular importance in Texas, goods which are imported into a foreign trade zone from outside the US, or held in a foreign trade zone pending export, are considered to be in International commerce and are exempt from local property tax by federal law. Because local taxing authorities are affected by the exemption from local property tax, we are required by law to obtain the concurrence or non-objection from each of these parties.

Universal Metal Products, Inc. respectfully requests a letter of support or non-objection for FTZ designation from Hidalgo County. The letter of support should be addressed to the Executive Secretary of the Foreign Trade Zones Board as follows:

Mr. Andrew McGilvray  
Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Ave., NW. Room 21013  
Washington, DC 20230

RECEIVED

SEP 3 7 2016

COUNTY JUDGE

Please forward the letter of support or non-objection to [eva@braumillerconsulting.com](mailto:eva@braumillerconsulting.com) or to the following address:

Ms. Adrienne Braumiller  
Braumiller Law Group  
5220 Spring Valley Road, Suite 200  
Dallas, Texas 75254

Thank you for your consideration of this request and support of the local manufacturing operations in the City of Pharr and Hidalgo County. Please contact Eva Tomlinson at [eva@braumillerconsulting.com](mailto:eva@braumillerconsulting.com) or Adrienne Braumiller at [adrienne@braumillerlaw.com](mailto:adrienne@braumillerlaw.com) with any questions. Ms. Tomlinson and Ms. Braumiller can also be reached by phone at 214-348-9306.

Best regards,

Adrienne  
Braumiller

Digitally signed by Adrienne Braumiller  
DN: cn=Adrienne Braumiller,  
o=Braumiller Law Group, PLLC, ou,  
email=adrienne@braumillerlaw.com,  
c=US  
Date: 2016.09.23 10:10:08 -0500

Adrienne Braumiller, Partner  
Braumiller Law Group, PLLC

Cc: Mr. Scott Seaholm, Chairman / CEO, Universal Metal Products, Inc.

November 1, 2016

Mr. Andrew McGilvray  
Executive Secretary  
Foreign Trade Zone Board  
1401 Constitution Ave., NW, Room 2111  
Washington, DC 20230

Dear Mr. McGilvray,

The purpose of this letter is to document the support of the County of Hidalgo for the establishment of a special purpose subzone for Universal Metal Products, Inc. located at 101 W. Eldora Road in Pharr, TX. We also understand that this means that Universal Metal Products will be able to apply for Foreign Trade Zone Board authority to operate a manufacturing facility within the city limits based on trade related needs.

Regarding state or local taxes (such as inventory tax) for which collections may be affected by FTZ subzone designation, this letter serves as our acknowledgment that the County of Hidalgo understands it would have no right to tax revenue as described in the Foreign Trade Zones Act of 1934, 19 U.S.C. 810(e).

This letter is not intended to provide a position on the local ad valorem taxes for any other parties potentially affected by the subzone designation, which parties will need to provide their own correspondence indicating their views on the impact on tax collections related to their jurisdiction.

Respectfully submitted,

Ramon Garcia  
Hidalgo County Judge

AI-57093

Constables 6. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

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

**Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

**Department:** CONSTABLE PCT. #1

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**Information**

**CAPTION**

Constable Pct. #1:

Discussion, consideration, and approval to appoint the following as Reserve Deputies Constable by Constable Celestino Avila, Constable Precinct 1 in accordance with Texas Local Government Code Section 86.012.:

1. Mario Garcia
2. Brandon Solis
3. Oscar E.Limas

**BACKGROUND**

Sec. 86.012. RESERVE DEPUTY CONSTABLE. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 04:56 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Joe Espinoza		Started On: 10/27/2016 03:00 PM
Final Approval Date: 10/28/2016		

AI-57033

Constables 6. B.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Dan Broyles, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

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Information

CAPTION

Constable Pct. 3

1. Authorization and approval to enter into an Interlocal Agreement between the Hidalgo County Constable Precinct 3 Department and the City of Sullivan City Police Department for the transfer and acceptance of one (1) 2004 Ford F-150 Pickup pursuant to Chapter 59 of the Code of Criminal Criminal Procedure.
2. Authorization, approval, and acceptance of Interlocal Agreement between Hidalgo County Constable Precinct 3 Department and the City of Sullivan City Police Department for one (1) 2004 Ford F-150 Pickup.
3. Authorization and approval to surplus (1) 2004 Ford F-150 Pickup Asset# 56523, and have it removed from the Hidalgo County Constable Precinct 3 Fixed Asset Inventory List of equipment.

BACKGROUND

Equipment being transferred was obtained by a seizure and forfeiture pursuant to Chapter 59 of the Code of Criminal Procedure and transfer to the City of Sullivan City Police Department is allowable under Article 59.06 Texas Code of Criminal Procedure.

Vehicle will be permanently transferred "as is," and the Hidalgo County Constable Precinct 3 Department makes no warranty in any manner.

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Fiscal Impact

Attachments

Interlocal Agreement

Asset Transfer Form

legal

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## Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/24/2016 04:05 PM
Glinda Pacheco	Glinda Pacheco	10/28/2016 11:00 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Raquel Ramos		Started On: 10/24/2016 02:26 PM
Final Approval Date: 10/28/2016		

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE  
HIDALGO COUNTY CONSTABLE PRECINCT #3  
AND SULLIVAN CITY POLICE DEPARTMENT FOR EQUIPMENT TRANSER**

This Agreement is entered into, by and between the HIDALGO COUNTY CONSTABLES OFFICE PRECINCT 3 (“CONSTABLE”) and the SULLIVAN CITY POLICE DEPARTMENT (SULLIVAN PD), pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the “Act”) Chapter 791, Texas Government Code, as follows:

**WHEREAS**, the HIDALGO COUNTY CONSTABLE PRECINCT #3 has certain surplus equipment and SULLIVAN CITY POLICE DEPARTMENT has a need for such equipment which will be utilized in the service of crime prevention and for law enforcement purposes (hereinafter “Equipment”).

**WHEREAS**, the HIDALGO COUNTY CONSTABLE PRECINCT #3 and the SULLIVAN CITY POLICE DEPARTMENT are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

**WHEREAS**, HIDALGO COUNTY CONSTABLE PRECINCT #3 affirms that the Equipment was obtained by a seizure and forfeiture pursuant to Chapter 59 of the Code of Criminal Procedure and the transfer of Equipment is allowable under *Article 59.06 Texas Code of Criminal Procedure*.

**NOW THEREFORE**, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HIDALGO COUNTY CONSTABLE PRECINCT #3 and SULLIVAN CITY POLICE DEPARTMENT hereby agree as follows:

1. **EQUIPMENT SHARING**: CONSTABLE will permanently transfer to the SULLIVAN PD certain surplus designated Equipment owned by the CONSTABLE and which is identified as:

Description	County_Asset No.	Serial Number
1) 2004 Ford F-150	56523	1FTPW12544KA99105

2. **IN CONSIDERATION OF THE EQUIPMENT SHARING**: SULLIVAN CITY PD agrees to the following:

A. SULLIVAN CITY PD will accept permanently transferred Equipment in “as-is” condition and acknowledges that CONSTABLE makes no warranty in any manner as to the fitness of the equipment for any purpose.

- B. The Equipment shall become the property of the SULLIVAN CITY PD upon transfer.
- C. SULLIVAN CITY PD will be responsible for all Equipment repairs and maintenance.
- D. SULLIVAN CITY PD agrees that Equipment shall be solely used for law enforcement purposes.
- E. SULLIVAN CITY PD agrees to maintain all necessary liability insurance on the EQUIPMENT to meet the minimum limits established by law.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE SULLIVAN CITY POLICE DEPARTMENT, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, THE CONSTABLE PRECINCT #3, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

5. MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

THE CONSTABLE WILL RECEIVE NO COMPENSATION FROM SULLIVAN CITY PD FOR ANY EQUIPMENT SHARED AND/OR TRANSFERRED PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTER ALLY SIGNED ON THE DATES INDICATED BELOW.

**COUNTY OF HIDALGO**

BY: \_\_\_\_\_

Ramon Garcia, County Judge

Date: \_\_\_\_\_

BY: Lazaro Gallardo Jr.

Lazaro Gallardo Jr., Constable Pct 3

Date: 9/29/16

Attest:

\_\_\_\_\_

Arturo Guajardo, County Clerk

Date: \_\_\_\_\_

**SULLIVAN CITY**

BY: Rosendo Benevides

Rosendo Benevides, Mayor

Date: 9-28-16

BY: Richard Ozuna

Richard Ozuna, Chief of Police

Date: 9-28-2016

APPROVED AS TO FORM  
Hidalgo County District Attorney's Office

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Josephine Ramirez-Solis, Assistant DA

HIDALGO COUNTY, TEXAS  
ASSET TRANSFER FORM

DEPARTMENT NAME \_\_\_\_\_ LOCATION \_\_\_\_\_

TRANSFER TO: SURPLUS \_\_\_\_\_ 1601 \_\_\_\_\_ TF# \_\_\_\_\_  
 TRANSFER FROM: CONSTABLE PRECINCT 3 \_\_\_\_\_ 293 \_\_\_\_\_

NAME (PRINT) RAQUEL V. RAMOS \_\_\_\_\_  
 CONTACT INFORMATION: PHONE NO: 956-205-7031 FAX NO.: 956-519-4245  
 E-MAIL: raquel.ramos@co.hidalgo.tx.us

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY  
 (NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):  
 INITIAL BY STAFF: \_\_\_\_\_ DATE: \_\_\_\_\_

DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY				
				PALLET INFO.	ALJO LOC #	FUND NO.	COST	P/U LOC
1 2004 Ford F150 Pickup	56523	1FTPW12544KA99105	FAIR					
2								
3								
4								
5								
6								
7								
8								
9								
10								

JUSTIFICATION FOR TRANSFER: DONATING TO CITY OF SULLIVAN CITY POLICE DEPARTMENT

DEPT. \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_  
 AMOUNT \$ \_\_\_\_\_

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

The transfer is hereby approved by the Purchasing Agent

MARTHA L. SALAZAR

PRINT NAME

SIGNATURE

DATE

Contact Person transferring item(s) out

LAZARO GALLARDO, JR.

SIGNATURE

10/24/2016

PRINT NAME

SIGNATURE

DATE

Person receiving Item(s)

PRINT NAME

SIGNATURE

DATE

Reviewed & Processed by FA Division

PRINT NAME

SIGNATURE

DATE

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION  
 HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE \_\_\_\_\_ INITIAL \_\_\_\_\_

EFFECTIVE DATE 03/01/13



Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

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**Re: Sullivan City**

1 message

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Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>  
To: Dan Broyles <dan.broyles@co.hidalgo.tx.us>

Mon, Oct 31, 2016 at 4:22 PM

Sgt.

I have reviewed the attached agreement with Sullivan City PD and approve as to the form of the agreement.

Thank you,

**Josephine Ramirez Solis**

*Assistant Criminal District Attorney*

Chief - Civil Division

**Office of Criminal District Attorney**

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

\*\*\*\*\*

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AI-57039

Tax Office 7. A.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Edgar Jaramillo, TAX  
OFFICE

Submitted By: Edgar Jaramillo, TAX  
OFFICE

Department: TAX OFFICE

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**Information**

**CAPTION**

Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Weslaco for implementation of scofflaw procedures and processes for vehicle registration denial services.

**BACKGROUND**

No budgetary impact-

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**Fiscal Impact**

**Attachments**

City of Weslaco Contract  
Request for Legal approval  
City of Weslaco Resolution  
Processing service agreement  
Transportation code  
Legal Approval

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/25/2016 11:38 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Edgar Jaramillo		Started On: 10/25/2016 10:17 AM
Final Approval Date: 10/28/2016		

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF WESLACO, TEXAS  
AND THE COUNTY OF HIDALGO, TEXAS**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of Weslaco, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

**WHEREAS**, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

**WHEREAS**, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

**WHEREAS**, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

**WHEREAS**, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

**NOW, THEREFORE,** this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

**1. PURPOSE OF AGREEMENT.**

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

**2. DUTIES OF THE CITY.**

- 2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the County with a detailed listing, in the County requested format, of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.
- 2.2 City shall provide the County Tax Assessor-Collector with a Payment Receipt along with a signed and stamped Scofflaw Denial / Release Form be issued from the County office(s), or the online Scofflaw system when a traffic law matter is cleared regarding a person:
  - 2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or
  - 2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or
  - 2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.
- 2.3 Upon receiving a Payment Receipt and a Scofflaw Denial / Release Form as indicated above is received, the County Tax Assessor-Collector may not refuse to register the motor vehicle.
- 2.4 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made

regarding denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

- 2.5 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.
- 2.6 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.
- 2.7 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.
- 2.8 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).
  - 2.8.1 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.

### **3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR.**

- 3.1 The County Tax Assessor-Collector shall:
  - 3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with the County and identified in accordance with Texas Transportation Code Chapter 702.
- 3.2 County shall provide a form to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.
- 3.3 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receiving a Payment Receipt and a Scofflaw Denial / Release Form from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.
- 3.4 The County Tax Assessor-Collector shall at any time have the sole

authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

**4. CONSIDERATION AND PAYMENT.**

- 4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(3-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.
- 4.2 City shall assess a \$20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.
- 4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.
- 4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.
- 4.5 City shall, on a quarterly basis, provide County a report reconciling the \$20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

**5. TERM AND TERMINATION.**

This Agreement shall be effective upon the date of execution by the last party to execute, and shall supersede any other prior Agreements. The Agreement shall terminate one year thereafter, and shall automatically renew for a one (1) additional, one-year term. This Agreement may be terminated with or without cause at any time by either party upon sixty (60) days written notice to the other parties.

6. **NOTICE.**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County:	County of Hidalgo, Texas Attn: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, TX 78539
With Copy to:	County Tax Assessor-Collector Attn: Pablo (Paul) Villarreal, Jr. 2804 US Hwy 281 Edinburg, TX 78539
If to City of Weslaco:	City of Weslaco Attn: David Suarez, Mayor 255 S. Kansas Ave. Weslaco, TX 78596
With Copy to:	Weslaco Municipal Court Attn: Carlos Garza, Presiding Judge 901 North Airport Drive Weslaco, TX 78596

7. **INDEMNIFICATION.**

**To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

8. **FISCAL FUNDING.**

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this

Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

9. **VENUE.**

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas.

10. **NONDISCRIMINATION.**

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or sexual orientation.

11. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**13. DEFAULT/WAIVER/MITIGATION.**

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

**14. FEDERAL OR STATE OF TEXAS FUNDING.**

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

**15. HEADINGS.**

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

**16. NUMBER AND GENDER.**

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

**17. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

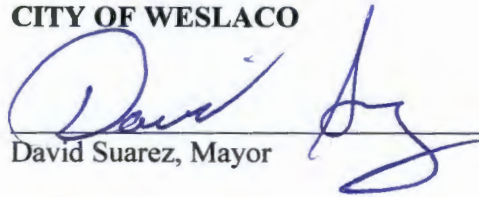
**18. REMEDIES.**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

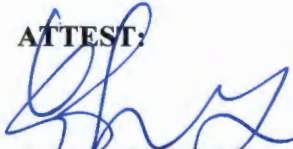
**THE GOVERNING BODY**, by resolution or ordinance, dated June 2, 2015, has authorized the Local Government to obtain the services as outlined above.

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

CITY OF WESLACO

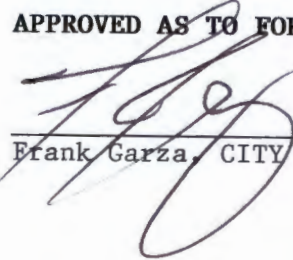
  
David Suarez, Mayor

ATTEST:

  
wcc 05/05/15, 06/02/15  
Mike Perez, City Manager  
Elizabeth Walker, CITY SECRETARY

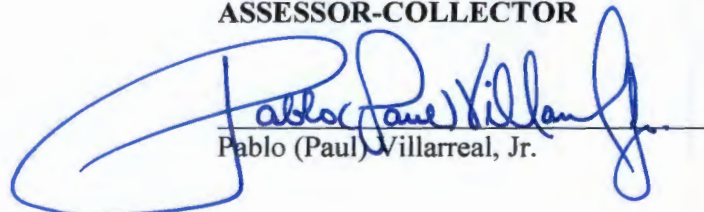
HIDALGO COUNTY

APPROVED AS TO FORM:

  
Frank Garza, CITY ATTORNEY

Ramon Garcia, County Judge

HIDALGO COUNTY TAX  
ASSESSOR-COLLECTOR

  
Pablo (Paul) Villarreal, Jr.

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney  
Ricardo Rodriguez

By: \_\_\_\_\_  
Josephine Ramirez  
Assistant District Attorney

Office of Tax Assessor - Collector  
**COUNTY of HIDALGO**

*Pablo "Paul" Villarreal, Jr. RTA*



October 5, 2016

The Honorable Ricardo Rodriguez  
Hidalgo County District Attorney  
100 N. Closner Rm. 303  
Edinburg, TX 78539

**Auto License**  
2804 S. Bus. Hwy 281

P.O. Box 178  
Edinburg, Texas 78540-0178  
Ph. (956) 318-2158 • Fax (956) 318-2191

Attn: Victor Garza, Contracts and Civil Litigation Section

Subj: Request for Legal Approval, Scofflaw Inter-local agreement with City of Weslaco

Dear Mr. Garza,

As mentioned in prior meetings, several cities are interested in combining the city's and county's efforts in the collection of delinquent fines and fees. We are requesting legal approval to proceed with the request to execute an inter-local agreement between the County of Hidalgo and the City of Weslaco for Scofflaw vehicle registration denial services.

Transportation code:

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

Scofflaw warrants that failed to appear or failed to pay an outstanding fine or fee will be put into the County's internal database. The city of Weslaco has passed a resolution allowing them to execute the agreement. Each traffic violation issued by the city will state that if the person fails to appear in court as provided by law for the violation, that person might not be permitted to register a motor vehicle in this county.

Commissioner's Court Agenda Item,

Caption:

Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Weslaco for implementation of scofflaw procedures and processes for vehicle registration denial services.



**Tax Office Sub-Stations**

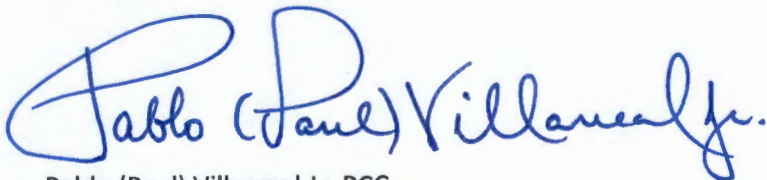
1429 S. Tower Rd. Alamo, TX 78516 (956) 784-8688 Fax (956) 784-3539	509 E. Earling Rd. San Juan, TX 78589 (956) 283-1645 Fax (956) 283-1855	1902 Joe Stephen Ste. 201 Weslaco, TX 78596 (956) 973-7825 Fax (956) 973-7829	722 N. Breyfogle Rd. Ste. 104 Mission, TX 78574 (956) 581-8898 Fax (956) 580-7425	300 W. Hall Acres Rd. Ste. C Pharr, TX 78577 (956) 784-3555 Fax (956) 784-3556
--	--	--	--	---

Purpose of the Agreement:

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles. The County Tax Assessor-Collector will receive information from the City that the owner of the vehicle has an outstanding warrant for failure to appear for failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

This exact same contract was given legal approval by your office when we went into agreement with the City of Pharr this time last year. That agreement was approved by our Commissioners on November 17, 2015. If legal approval is received, we will place this item on commissioners' court for consideration and approval. If you have any questions, please feel free to call Santos Castilleja III at 956-289-7458.

Sincerely,

A handwritten signature in blue ink that reads "Pablo (Paul) Villarreal Jr." The signature is stylized with large, flowing loops.

Pablo (Paul) Villarreal Jr. PCC  
Hidalgo County Tax Assessor Collector

PV:SC:EM:GO:CS

Cc: Valde Guerra, Hidalgo County Executive Officer of Commissioners Court  
Cc: Josephine Ramirez, Assistant District Attorney  
Cc: Victor Garza, Assistant District Attorney  
Cc: Eva Mireles, Tax Office Chief of Operations  
Cc: Santos Castilleja III, Motor Vehicle Manager  
Cc: Gabriel Ochoa, Motor Vehicle Accountant/Internal Auditor  
Cc: Claudia Salinas, Motor Vehicle Scofflaw Compliance Specialist

**RESOLUTION NO. 2015-32**

**A. RESOLUTION AUTHORIZING THE CITY OF WESLACO TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HIDALGO COUNTY TAX ASSESSOR COLLECTOR FOR IMPLEMENTATION AND ENFORCEMENT OF SCOFFLAW PROGRAM.**

WHEREAS, the City of Weslaco authorized on May 5, 2015 the implementation of the Scofflaw Program at the Municipal Court for outstanding violations and warrants and authorized the Mayor to execute any related documents; and

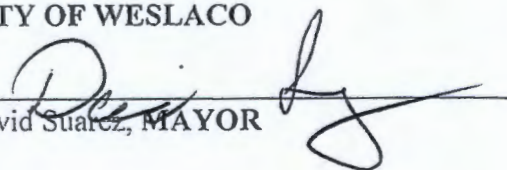
WHEREAS, such documents include an interlocal agreement with the Hidalgo County Tax Assessor Collector for the implementation and enforcement of the program in accordance with the Texas Transportation Code §702.003 which provides as follows:

THE REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

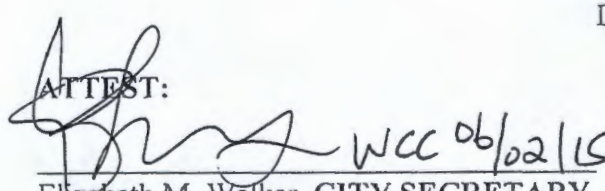
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT** the Mayor is authorized to execute any such documentation in order to effectuate this program with the Hidalgo County Tax Assessor Collector in the City of Weslaco.

**PASSED AND APPROVED** on this 2<sup>nd</sup> day of June, 2015.

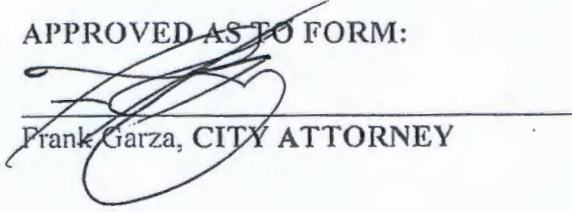
CITY OF WESLACO

  
\_\_\_\_\_  
David Suarez, MAYOR

ATTEST:

  
\_\_\_\_\_  
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Frank Garza, CITY ATTORNEY

# Hamer Enterprises®

## INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and City of Weslaco, (CLIENT) at 901 N Airport Dr, Weslaco, TX 78596, a recipient of HE Internet Processing Professional Services agree as follows:

### WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

#### 1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

#### 2. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES as per EXHIBIT A, the CLIENT's customers who choose to benefit from the SERVICES used in will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis per each department who opt to use the SERVICES as per EXHIBIT C. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

#### 3. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

#### 4. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

**HAMER ENTERPRISES**  
William C Hamer  
4200-A N. Bicentennial Drive, McAllen, TX 78504  
Phone: (956) 682-3466  
Fax: (956) 682-0372

**5. CLIENT RESPONSIBILITIES:**

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically and any additional responsibilities outlined as per EXHIBIT B. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign a Rosa Huerta to perform as liaison.

**6. LIMITATIONS:**

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

**7. INSURANCE:**

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

**8. SECURITY AND PRIVACY:**

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

**9. CONFLICT OF INTEREST DISCLOSURE:**

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**10. INDEMNIFICATION:**

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and
- B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

**11. VENUE:**

The venue for this and all associated agreements shall be Hidalgo County, Texas.

**12. TERM OF AGREEMENT:**

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

**13. SEVERABILITY:**

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**14. STATE OF TEXAS LAWS:**

This agreement shall be governed according to the laws of the State of Texas.

15. NON-ASSIGNABILITY:

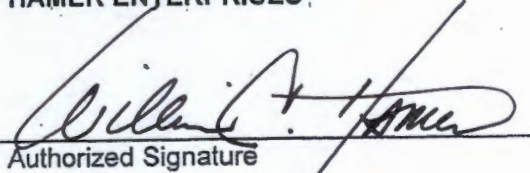
The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

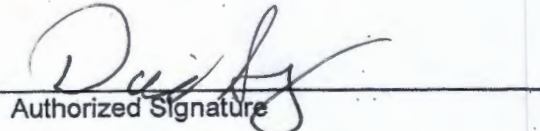
THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:  
HAMER ENTERPRISES

CLIENT:  
City of Weslaco, TX

  
Authorized Signature

  
Authorized Signature

Mr. William C Hamer  
Printed

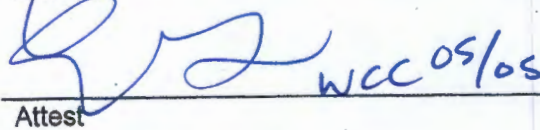
David Suarez  
Printed

CEO  
Title

MAYOR  
Title

10-5-16  
Date

September 30, 2016  
Date

  
Attest

City Secretary  
Title

**1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION**

HE will provide their eScofflaw® Hosted Application Services and EZ-NETPAY® Internet Payment Services to CLIENT for collections specific to the CLIENT:

- A. Access to the EZ-NETPAY® eCommerce Gateway via an Internet backbone connection provided by the CLIENT
- B. Access to the eScofflaw® Hosted Application Services via an Internet backbone connection provided by the CLIENT
- C. All maintenance and support of the eScofflaw® Hosted Application Services and EZ-NETPAY® eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES
- D. Training staff on the operation of eScofflaw® Hosted Application Services and EZ-NETPAY® Services
- E. Standard reports predicated on existing EZ-NETPAY® eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

Overall Hosting Services Features Include:

eScofflaw® Portal Absconders Access  
eScofflaw® Portal Designated Authorized County Staff Access  
eNETPAY® Online Payment Gateway Settlement Reports Site

**Connectivity:**

High Speed connectivity, Network & Connection Monitoring

**Backup Services:**

Daily, Weekly, Monthly & Annual backups – this includes the following:  
Monthly Entire System Save, Offsite Storage & Rotation, Data Restoration, Disk Protection and Power Backup

**Multi-tier Security:**

Physical Security, Logical Security, Monitoring and Analysis

**Data Base:**

Database management updates, daily upload via HE Secure File Transfer Protocol Service.

## 2. EXHIBIT B: CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for providing data files, daily, to an FTP Site, HE's Secure FTP Site or make data accessible for HE's updating to provide the services to the CLIENT.

The CLIENT shall allow HE exclusively to Interface HE's eCommerce payment gateway with HE's eScofflaw® Portal.

The CLIENT shall allow any City of Weslaco Department or Municipality within City of Weslaco to add case data for eScofflaw® collections at the discretion of City of Weslaco Commissioners, City of Weslaco Department or the City of Weslaco Tax Assessor Collector

**3. EXHIBIT C: LOCATIONS**

The CLIENT shall allow any County Department use of HE's Internet Professional Services for payment processing at the discretion of the City of Weslaco Commissioners or City of Weslaco Department.

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE I. ENFORCEMENT OF TRAFFIC LAWS

CHAPTER 702. CONTRACTS FOR ENFORCEMENT OF CERTAIN ARREST WARRANTS

Sec. 702.001. DEFINITIONS. In this chapter:

- (1) "Department" means the Texas Department of Motor Vehicles.
- (2) "Registration" of a motor vehicle includes a renewal of the registration of that vehicle.
- (3) "Traffic law" means a statute or ordinance, a violation of which is a misdemeanor punishable by a fine not to exceed \$200, that regulates, on a street, road, or highway of this state:
  - (A) the conduct or condition of a person while operating a motor vehicle; or
  - (B) the condition of a motor vehicle being operated.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(a), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2S.01, eff. September 1, 2009.

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

(b) A municipality may contract with a county in which the municipality is located or the department to provide information to the county assessor-collector or department necessary to make a determination under Subsection (a).

(c) A municipality that has a contract under Subsection (b) shall notify the county assessor-collector or the department regarding a person for whom the county assessor-collector or the department has refused to register a motor vehicle on:

(1) entry of a judgment against the person and the person's payment to the court of the fine for the violation and of all court costs;

(2) perfection of an appeal of the case for which the arrest warrant was issued; or

(3) dismissal of the charge for which the arrest warrant was issued.

(d) After notice is received under Subsection (c), the county assessor-collector or the department may not refuse to register the motor vehicle under Subsection (a).

(e) A contract under Subsection (b) must be entered into in accordance with Chapter 791, Government Code, and is subject to the ability of the parties to provide or pay for the services required under the contract.

(e-1) A municipality that has a contract under Subsection (b) may impose an additional \$20 fee to a person who has an outstanding warrant from the municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law. The additional fee may be used only to reimburse the department or the county assessor-collector for its expenses for providing services under the contract, or another county department for expenses related to services under the contract.

(f) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160(b), eff. Sept. 1, 1997. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 3, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1094 (S.B. 1386), Sec. 2, eff. September 1, 2011.

Sec. 702.004. WARNING; CITATION. (a) A peace officer

authorized to issue citations in a municipality that has a contract under Section 702.003 shall issue a written warning to each person to whom the officer issues a citation for a violation of a traffic law in the municipality.

(b) The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person might not be permitted to register a motor vehicle in this state.

(c) The warning required by this section may be printed on the citation.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Renumbered from Transportation Code Sec. 702.005 and amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.160, eff. Sept. 1, 1997.

Sec. 707.017. ENFORCEMENT. (a) If the owner of a motor vehicle is delinquent in the payment of a civil penalty imposed under this chapter, the county assessor-collector or the Texas Department of Motor Vehicles may refuse to register a motor vehicle alleged to have been involved in the violation.

(b) This section does not apply to the registration of a motor vehicle under Section 501.0234.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 266 (H.B. 2530), Sec. 1, eff. May 30, 2009.

Acts 2009, 81st Leg., R.S., Ch. 542 (S.B. 1617), Sec. 4, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 933 (H.B. 3097), Sec. 2T.03, eff. September 1, 2009.

Reenacted by Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. 1303), Sec. 24.018, eff. September 1, 2011.

Sec. 707.018. IMPOSITION OF CIVIL PENALTY NOT A CONVICTION. The imposition of a civil penalty under this chapter is not a conviction and may not be considered a conviction for any purpose.

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

Sec. 707.019. FAILURE TO PAY CIVIL PENALTY. (a) If the owner of the motor vehicle fails to timely pay the amount of the civil penalty imposed against the owner:

(1) an arrest warrant may not be issued for the owner; and

(2) the imposition of the civil penalty may not be recorded on the owner's driving record.

(b) Notice of Subsection (a) must be included in the notice of violation required by Section 707.011(c).

Added by Acts 2007, 80th Leg., R.S., Ch. 1149 (S.B. 1119), Sec. 1, eff. September 1, 2007.

**Santos Castilleja**

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**From:** Erin Thorn <erin.thorn@da.co.hidalgo.tx.us>  
**Sent:** Friday, October 21, 2016 10:49 AM  
**To:** Santos Castilleja; Victor Garza; Ramirez, Josephine  
**Subject:** Re: Request for Legal Approval, Scofflaw Inter-local agreement with City of Weslaco

Dear Mr. Castilleja,

Our office is in receipt of the City of Weslaco Scofflaw interlocal agreement.

We have reviewed the City of Weslaco Scofflaw interlocal agreement and our office approves this document as to form.

Please do not hesitate to reach out with any further questions or concerns.

Best,

Erin D. Thorn  
Assistant District Attorney  
Civil Division  
Office of the Criminal District Attorney Hidalgo County, Texas  
100 E. Cano Street  
Edinburg, Texas 78539  
(956) 292-7609 EXT. 8182  
(956) 292-7619 FAX  
[erin.thorn@da.co.hidalgo.tx.us](mailto:erin.thorn@da.co.hidalgo.tx.us)

\*\*\*\*\*  
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE;  
2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity  
designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail  
by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited.  
IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY  
REPLY E-MAIL TO [erin.thorn@da.co.hidalgo.tx.us](mailto:erin.thorn@da.co.hidalgo.tx.us) AND DELETE THE COMMUNICATION.  
\*\*\*\*\*

On Fri, Oct 7, 2016 at 4:14 PM, Santos Castilleja <[santos.castilleja@hidalgocountytax.org](mailto:santos.castilleja@hidalgocountytax.org)> wrote:

October 5, 2016

The Honorable Ricardo Rodriguez  
Hidalgo County District Attorney  
100 N. Closner Rm. 303

Edinburg, TX 78539

Attn: Victor Garza, Contracts and Civil Litigation Section

Subj: Request for Legal Approval, Scofflaw Inter-local agreement with City of Weslaco

Dear Mr. Garza,

As mentioned in prior meetings, several cities are interested in combining the city's and county's efforts in the collection of delinquent fines and fees. We are requesting legal approval to proceed with the request to execute an inter-local agreement between the County of Hidalgo and the City of Weslaco for Scofflaw vehicle registration denial services.

Transportation code:

Sec. 702.003. REFUSAL TO REGISTER VEHICLE. (a) A county assessor-collector or the department may refuse to register a motor vehicle if the assessor-collector or the department receives under a contract information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law.

Scofflaw warrants that failed to appear or failed to pay an outstanding fine or fee will be put into the County's internal database. The city of Weslaco has passed a resolution allowing them to execute the agreement. Each traffic violation issued by the city will state that if the person fails to appear in court as provided by law for the violation, that person might not be permitted to register a motor vehicle in this county.

Commissioner's Court Agenda Item,

Caption:

Discussion, consideration, and approval to execute an inter-local agreement between the County of Hidalgo and the City of Weslaco for implementation of scofflaw procedures and processes for vehicle registration denial services.

Purpose of the Agreement:

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles. The County Tax Assessor-Collector will receive information from the City that the owner of the vehicle has an outstanding warrant for failure to appear for failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

This exact same contract was given legal approval by your office when we went into agreement with the City of Pharr this time last year. That agreement was approved by our Commissioners on November 17, 2015. If legal approval is received, we will place this item on commissioners' court for consideration and approval. If you have any questions, please feel free to call Santos Castilleja III at [956-289-7458](tel:956-289-7458).

Sincerely,

Pablo (Paul) Villarreal Jr. PCC

Hidalgo County Tax Assessor Collector



Hidalgo County Tax Office

Department of Auto License & Registration

PO Box 2099, 2804 S. Bus. Hwy. 281

Edinburg, TX 78540-2099

Tel: [\(956\) 289-7458](tel:(956)289-7458)

Fax: [\(956\) 318-2191](tel:(956)318-2191)

[santos.castilleja@hidalgocountytax.org](mailto:santos.castilleja@hidalgocountytax.org)

PV:SC:EM:GO:CS

**CONFIDENTIALITY NOTICE:**

This E-mail and any attachments are confidential. If you are not the intended recipient, you do not have permission to disclose, copy, distribute, or open any attachments. If you have received this E-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

**AI-56910**

**Executive Office 8. A.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

- 1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
- 2) Emergency situations occurring since last agenda meeting

**BACKGROUND**

For informational purposes. - no attachments.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

Form Started By: Monica Badillo  
Final Approval Date: 10/17/2016

Started On: 10/17/2016 04:14 PM

**AI-57090**

**Executive Office 8. B.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Requesting permission by the Edinburg Chamber of Commerce to use the county square for the following event:

Night of Lights Parade on Friday, December 2, 2016 (evening)

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

**REQUEST**

**INS**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 02:20 PM
Linda Flores	Linda Flores	10/28/2016 11:18 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/27/2016 02:01 PM
Final Approval Date: 10/28/2016		



P.O. Box 85 / 602 W. University  
Edinburg, TX 78540  
(956) 383-4974

October 26, 2016

Honorable Judge Ramon Garcia  
Hidalgo County Courthouse  
100 E. Cano  
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the Night of Lights Parade on Friday, December 2<sup>nd</sup> for the disbandment of the parade. The participants will start lining up at 4:30 p.m. at the University of Texas Rio Grande Valley Parking Lot C. The parade is scheduled to begin at 7:00 p.m. and end at approximately 9:00 p.m. .

Thank you in advance for your cooperation and for your continued support throughout the years. I am also attaching the certificate of liability insurance. If you have any questions, please call me at 383-4974.

Sincerely,

A handwritten signature in black ink, appearing to read "Letty Gonzalez", written in a cursive style.

Letty Gonzalez  
President



**Certificate of Insurance**

This certifies that

- State Farm Fire and Casualty Company, Bloomington, Illinois
- State Farm General Insurance Company, Bloomington, Illinois
- State Farm Fire and Casualty Company, Aurora, Ontario
- State Farm Florida Insurance Company, Winter Haven, Florida
- State Farm Lloyds, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**  
 Address of policyholder **602 W UNIVERSITY, EDINBURG, TX 78539**  
 Location of operations \_\_\_\_\_  
 Description of operations **EDINBURG CHAMBER OF COMMERCE**

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period		Limits of Liability (at beginning of policy period)
		Effective Date	Expiration Date	
90-KK-5536-8	Comprehensive Business Liability	11/17/2015	11/17/2016	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations				Each Occurrence \$ 1,000,000.00
<input type="checkbox"/> Contractual Liability				General Aggregate \$ 2,000,000.00
<input type="checkbox"/> Personal Injury				Product - Completed \$ 2,000,000.00
<input type="checkbox"/> Advertising Injury				Operations Aggregate
<input checked="" type="checkbox"/> MED/PERSON 5,000				
Policy Number	EXCESS LIABILITY	Policy Period		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella	Effective Date	Expiration Date	Each Occurrence \$
	<input type="checkbox"/> Other			Aggregate \$
Policy Number	Type of Insurance	Policy Period		Limits of Liability (at beginning of policy period)
	Workers' Compensation and Employers Liability	Effective Date	Expiration Date	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

**ADDITIONAL INSURED**

COUNTY OF HIDALGO  
 100 E CANO ST  
 EDINBURG TX 78539-4582

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

*[Signature]*  
 Signature of Authorized Representative  
**AGENT** 10/25/16  
 Title Date

**SAM SALDIVAR**  
 Agent Name  
 Telephone Number **383-4312**

Agent's Code Stamp  
 Agent Code **53-8259**  
 AFO Code **F116**

AI-57084

Executive Office 8. C.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of reimbursement to Tomas Salazar in the amount of \$7.03 for purchase of needed light bulb for county unit

BACKGROUND

Purchase made due to safety concern. (rear brake light)

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1100-413-00-125-001-0-610

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Req #308769

Attachments

invoice

affidavit

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 11:13 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/27/2016 10:42 AM
Final Approval Date: 10/28/2016		

# O'Reilly AUTO PARTS



1493 E. UNIVERSITY DRIVE  
EDINBURG  
936 382-1591 TX 75539

OFFICE P.O. BOX 1156, SPRINGFIELD, MO. 65801  
PHONE (417) 882-3333

SHIP TO

**CASH SALE**  
**PLEASE TAKE OUR SURVEY!**  
**SEE DETAILS BELOW**

00000

INVOICE NUMBER  
INVOICE TYPE  
INVOICE DATE

0616-202822  
CASH SALE  
10/26/16

COUNTER NO. SPECIAL INSTRUCTIONS SHIP VIA CUSTOMER ORDER NO. TIME OF ORDER FILED BY CHECKED BY

55427 UNIT 2 14:52:16

LINE	QTY	ITEM NUMBER	UNIT MEAS.	CO.	DESCRIPTION	LIST PRICE	NET PRICE	DISC	CORE PRICE	EXTENDED PRICE
1		YOUR OPINION COUNT WIN \$500			061630020282223 O'REILLY CARDS, COM OR 800-300-5904					
7		PARTICIPATE PARA GANAR \$500			061630020282223 EN O'REILLY CARDS, COM O 800-300-5904					
		1 STL 405/LLBP			BP MINI PHL	11.00	6.49			6.49
		LP# 118-2743			VIN# 1PTFW1CH4E6E93557					
		61100-413-00-125-001-0-610								
TOTALS						11.00	6.49			6.49
CUSTOMER SIGNATURE										
CASH TEND.						28.03				.54
CHANGE						13.00				7.03

ALL MERCHANDISE RETURNED MUST BE ACCOMPANIED BY THIS INVOICE  
Visit Us At: [www.oreillyauto.com](http://www.oreillyauto.com)

Reg # 308769

HIDALGO COUNTY AUDITOR'S OFFICE  
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Tomas Salazar, do hereby state that the item(s) listed on the invoice(s) named below

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

<u>INVOICE NO.</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>NAME OF COMPANY</u>
0616-206822	10/26/16	7.03	O'Reilly Auto Parts, Edinburg, Texas 78539
<b>TOTAL</b>		<u>7.03</u>	

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

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

SIGNATURE: *Tomas Salazar*

TITLE: Courier  
**PERSON MAKING PURCHASE**

Before me Monica Badillo, a Notary Public, appeared Tomas Salazar and on his oath depose and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / S\_ further stated he / s\_ requested payment of the same.



*Monica Badillo*  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

*Monica Badillo*  
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

AI-57148

Executive Office 8. D.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

---

**Information**

**CAPTION**

Discussion, consideration and action to authorize Valde Guerra, Executive Officer to sign Waiver of Priority Purchase Right documents regarding Potential Sale of State-Owned Property -TXDOT

**BACKGROUND**

---

**Fiscal Impact**

**Attachments**

2.12 acres

3.99 acres

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 02:52 PM
Final Approval	Monica Badillo	10/28/2016 03:01 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 02:41 PM
Final Approval Date: 10/28/2016		



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

October 3, 2016

RE: Potential Sale of State-Owned Property  
Texas Department of Transportation  
+/- 2.12 acres  
623 N. Cage Blvd.  
Pharr, Hidalgo County, TX 78577

**RECEIVED**

**OCT - 6 2016**

**COUNTY JUDGE**

VIA FEDERAL EXPRESS [FEDEX 7773 7870 9219]

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

Honorable Judge Ramon Garcia,

The Pharr District of the Texas Department of Transportation ("TxDOT") has determined that the above described property is no longer needed for state highway purposes. A copy of the survey and an aerial map of the property is enclosed. In accordance with Texas Transportation Code, Section 202.021, governmental entities with the authority to condemn real property have priority right to purchase TxDOT property that is sold and this letter is a notice of your priority right to purchase the above described property.

The purchase price for this property is \$200,000.00 (two hundred thousand dollars), plus survey costs in the amount of \$10,399.50, appraisal costs in the amount of \$2,000.00, and any additional incurred closing costs, including the cost of any owner's title policy you may require.

In order to exercise your priority, within thirty (30) days of the receipt of this letter, please provide TxDOT with a written statement of your entity's intent to purchase the property on these terms. Please forward a copy of the statement to:

Mr. Jess Berglund  
Real Estate Management and Development Division  
Texas Department of Transportation  
125 E. 11<sup>TH</sup> Street, 5<sup>th</sup> Floor  
Austin, Texas 78701

Or by email to: [Jess.Berglund@txdot.gov](mailto:Jess.Berglund@txdot.gov).

This offer is subject to change or revocation by TxDOT. If the above does not receive a copy of the statement exercising the priority right within thirty (30) days after your receipt of this letter, TxDOT will consider your priority right to purchase the property to be waived. If your governmental entity is not interested in the property TxDOT would appreciate it if you would return the enclosed Waiver of Priority Purchase Right prior to the automatic 30-day waiver.

If you have any questions concerning this matter, please contact Jess Berglund at (512) 463-3166 or at [Jess.Berglund@txdot.gov](mailto:Jess.Berglund@txdot.gov).

Sincerely,

Roland Tilden  
Director  
Real Estate Management and Development

**CC: Toribio Garza, P.E., District Engineer, Pharr District  
Kyle Madsen, TxDOT Regional Right of Way Manager**

**Waiver of Priority Purchase Right**

**RE: Potential Sale of State-Owned Property  
Texas Department of Transportation  
+/- 2.12 acres  
623 N. Cage Blvd.  
Pharr, Hidalgo County, TX 78577**

**Jess Berglund  
Real Estate Management and Development Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
5th Floor  
Austin, Texas 78701**

**Dear Mr. Berglund:**

**We have reviewed TxDOT's letter dated October 3, 2016 regarding the proposed sale of the property at 623 N. Cage Blvd., Pharr, TX 78577.**

**Hidalgo County IS NOT interested in purchasing this property. Therefore, Hidalgo County WAIVES the priority right to purchase this property.**

**Sincerely,**

---

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

**Date: \_\_\_\_\_, 20\_\_**



Old Pharr Area Office Tract

Google earth

Imagery Date: 11/10/2016 lat: 26.218445° lon: -98.213975° elev: 173 ft eye alt: 6671 ft

Tour Guide 1985



EXHIBIT "A"

County: Hidalgo  
Intersection: Cage Blvd. & Bell St.  
CSJ: 00039-17-183

Page 1 of 5  
6/14/2016

TRACT 01

BEING A 2.1221 ACRE (92,438 SQUARE FEET) TRACT SITUATED IN THE J. HINOJOSA SURVEY, ABSTRACT NUMBER 40, HIDALGO COUNTY, TEXAS, AND BEING ALL OF A CALLED 2.12 ACRE TRACT DESCRIBED IN DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 866, PAGE 275 OF THE DEED RECORDS OD HIDALGO COUNTY, TEXAS (D.R.H.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a found 1/2-inch iron rod with plastic cap stamped "RGEC" for the northeast corner of Lot 1 of the Parkview Terrace subdivision, a subdivision of record recorded in Document Number 2239170 of the Map Records of Hidalgo County, Texas (M.R.H.C.T.) and the remainder of a called 8.6 acre tract described in deed to Pharr Housing Authority recorded in Volume 1117, Page 401 of the D.R.H.C.T. and the existing south right-of-way of Audrey Street;

**THENCE** South 81°33'23" East 49.82 feet with the north line of the remainder of said 8.6 acre tract and the existing south right-of-way line of Audrey Street to a found Type I Texas Department of Transportation concrete monument for the northeast corner of the remainder of said 8.6 acre tract, the intersection of the existing south right of way line of Audrey Street with the existing east right-of-way line of Aster Street and the west line of said 2.12 acre tract for the **POINT OF BEGINNING** of the herein described Tract;

- 1) **THENCE** North 08°25'54" East 25.24 feet with the west line of said 2.12 ac and the existing east right-of-way line of Aster Street to a 1/2-inch iron rod with plastic cap stamped "HALFF" for the northeast corner of said 2.12 acre tract and the southwest corner of Lot 2B of the Aguilera Medical Plaza No. 3, a subdivision of record recorded in Volume 37, Page 30A of the (M.R.H.C.T.);
- 2) **THENCE** South 81°27'48" East 140.00 feet with the north line of said 2.12 acre tract and the south line of Lot 2B to a 1/2-inch iron rod with plastic cap stamped "HALFF" for the northeast corner of said 2.12 acre tract and the northwest corner of a called 2.925 acre tract described in deed to 4300 Highway 90 East LP, recorded in Document Number 2243510 of the D.R.H.C.T. from which a iron rod found with plastic cap stamped "M&H" bears north 81°27'48" East 0.65 feet;

EXHIBIT "A"

County: Hidalgo  
Intersection: Cage Blvd. & Bell St.  
CSJ: 00039-17-183

Page 2 of 5  
6/14/2016


TRACT 01

- 3) **THENCE South 08°25'54" West** with the east line of said 2.12 acre tract, the west line of said 2.925 acre tract and the west line of a called 4.18 acre tract described in deed to Kyish Real Estate LP, recorded in Document Number 2250629 of the D.R.H.C.T., passing at a distance of 594.95 feet the northwest corner of a called 0.48 acre tract described in deed to the State of Texas recorded in Volume 653, Page 532 of the D.R.H.C.T, continuing for a total distance of **659.95 feet** to a set 1/2-inch iron rod with plastic cap stamped "HALFF" for the southeast corner of said 2.12 acre tract, the northeast corner of Lot 2, Block 133, same being the northeast corner of a tract of land described as the east 142 feet of Lot 2, Block 133 in deed to Carolina Cano and husband, Juan Luis Ramirez recorded in Document Number 2379750 of the D.R.H.C.T.;
- 4) **THENCE North 81°43'38" West 140.00 feet** with the south line of said 2.12 acre tract and the north line of Lot 2, Block 133 to a 1/2-inch iron pipe found for the southwest corner of said 2.12 acre tract and the remainder of Lateral "F" (no deed found);
- 5) **THENCE North 08°25'54" East** with the west line of said 2.12 acre tract and the east line of the remainder of said Lateral "F", passing at a distance of 65.00 feet the northeast corner of said Lateral "F" and the southeast corner of the remainder of said 8.600 acre tract, continuing with the west line of said 2.12 acre tract and the east line of the remainder of said 8.600 acre tract a distance of **660.60 feet** to the **POINT OF BEGINNING** and containing 2.1221 acre (92,438 square feet).

Basis of bearings is the Texas Coordinate System of 1983, South Zone 4205 (NAD83/2011). All distances shown hereon are grid: U.S. Survey Feet.

These property descriptions are accompanied by a parcel plat of even date.

I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represent an actual survey made on the ground under my supervision.

 09 FEB 2016  
Jason A. Jernigan, R.P.L.S. Date  
Texas Registered Professional Land Surveyor No. 6023  
Halff Associates, Inc.,  
TBPLS Firm No. 10029600  
1201 North Bowser Road, Richardson, TX, 75081



LOT 2, BLOCK C  
THE SUBDIVISION OF PORCIONES  
66, 67, 69 AND 70  
(ALSO KNOWN AS THE  
KELLY PHARR SUBDIVISION)  
VOL. 3, PG. 133  
D.R.H.C.T.

J. HINOJOSA ABST. 40

LOT 2B  
AGUILERA MEDICAL PLAZA NO. 3  
VOL. 37, PG. 30A  
AGUILERA REAL ESTATE HOLDINGS LLC  
DOC. NO. 1537167  
D.R.H.C.T.



AUDRY ST.  
(50' R.O.W.)

POINT OF BEGINNING

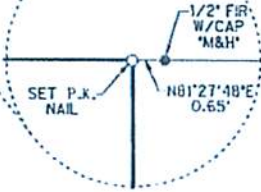
N08°25'54"E  
25.24'  
S81°33'23"E  
49.82'

S81°27'48"E  
140.00'

POINT OF COMMENCING

1/2" FIR  
W/CAP  
"RCEC"

FND.  
XDOT TYPE I  
CONC. MON.



4300 HIGHWAY 90 EAST LP  
(2.925 AC)  
DOC. NO. 2243510  
D.R.H.C.T.

PARKVIEW TERRACE  
DOC. NO. 2239170  
M.R.H.C.T.

LIT I  
PHARR HOUSING AUTHORITY  
VOL. 1117, PG. 401  
D.R.H.C.T.

TRACT 1  
2.1221 AC.  
(92,438 S.F.)  
STATE OF TEXAS  
(12.12 AC)  
VOL. 866, PG. 275  
D.R.H.C.T.

LOT 4, BLOCK C THE SUBDIVISION OF PORCIONES  
66, 67, 69 AND 70 VOL. 3, PG. 133 D.R.H.C.T.

LEGEND

- FIP - FOUND IRON PIPE
- FIR - FOUND IRON ROD
- SIR - SET IRON ROD
- W/CAP - WITH A CAP STAMPED "HALFF"
- D.R.H.C.T. - DEED RECORDS, HIDALGO COUNTY, TEXAS
- M.R.H.C.T. - MAP RECORDS, HIDALGO COUNTY, TEXAS
- VOL - VOLUME
- PG - PAGE

KYRISH REAL ESTATE LP  
(4.18 AC)  
DOC. NO. 2250629  
D.R.H.C.T.

REMAINING OF BLOCK C  
PARCEL NO. 1  
PHARR HOUSING AUTHORITY  
VOL. 1117, PG. 401  
D.R.H.C.T.

LOT 3, BLOCK C THE SUBDIVISION OF PORCIONES  
66, 67, 69 AND 70 VOL. 3, PG. 133 D.R.H.C.T.

N08°25'54"E 660.60'

S08°25'54"W 659.95'

80' R.O.W.  
"SIXTEEN INCH WATER CONTROL  
& IMPROVEMENT DISTRICT"  
VOL. 26, PG. 203  
D.R.H.C.T.

130' R.O.W.  
"TWENTY-EIGHT TRACT"  
HIDALGO COUNTY WATER CONTROL  
& IMPROVEMENT DISTRICT  
VOL. 26, PG. 203  
D.R.H.C.T.

1/2" FIP

1/2" FIP

STATE OF TEXAS  
VOL. 653, PG. 532  
D.R.H.C.T.

STATE OF TEXAS  
VOL. 370, PG. 464  
D.R.H.C.T.

HUISACHE SUBDIVISION VOL. 7, PG. 57 M.R.H.C.T.  
LOT 1, BLOCK 133  
LOT 2, BLOCK 133  
N81°43'38"W  
140.00'

CAROLINA CANO &  
JUAN LUIS RAMIREZ  
DOC. NO. 2379750  
D.R.H.C.T.

I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even date represent an actual survey made on the ground under my supervision



JASON A. JERNIGAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NUMBER 6023  
TBPLS FIRM NO. 10029600

Texas  
Department  
of Transportation

© 2016

PAGE 3 OF 5

**HALFF**

1201 NORTH BOWSER ROAD  
RICHARDSON, TX 75081  
(214) 346-6200  
TBPLS FIRM NO. 10029600

STATE	COUNTY	TRACT
TEXAS	HIDALGO	01

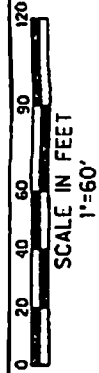
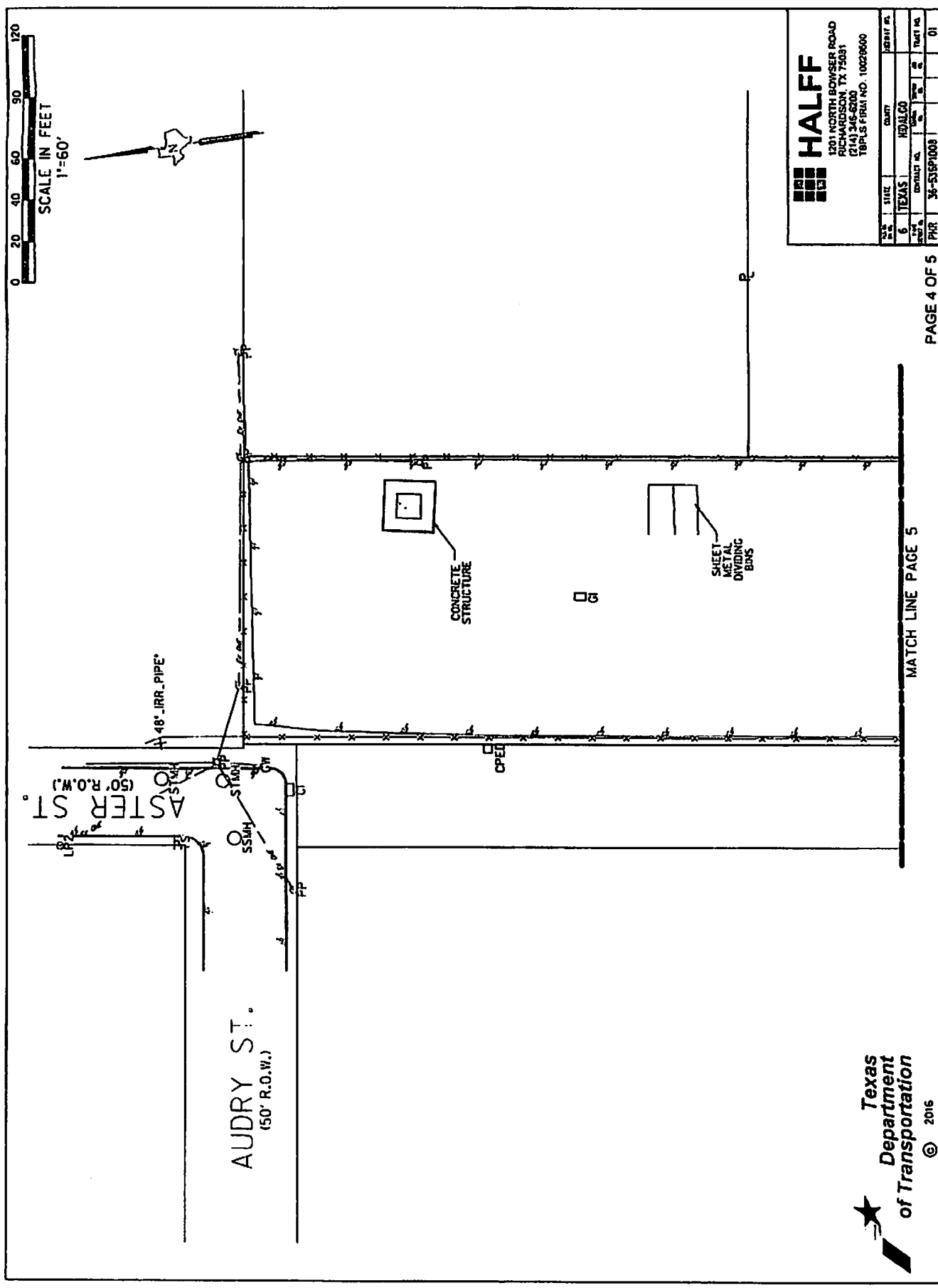
MCA  
GAL-ORD-1927

Sheet  
1:\work\007722\CADD\Sheet\TRACT ONE BOUNDARY.dwg POI\_20 MON FEB MAR 2016

HALFF

DATE

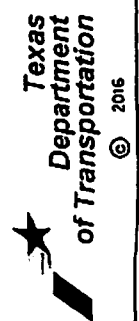
6-14-2016 10:31 AM 3/1/20 44/FE 11'00" (10'0" MIN. 5'11" MAX.) 11'00" (10'0" MIN. 5'11" MAX.) 11'00" (10'0" MIN. 5'11" MAX.) 11'00" (10'0" MIN. 5'11" MAX.)

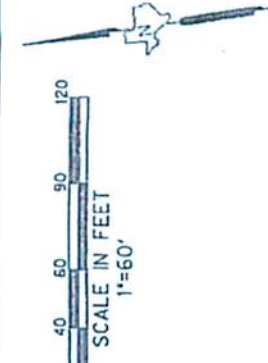


<b>HALFF</b>		1301 NORTH BOWSER ROAD RICHARDSON, TX 75081 (214) 346-6200 TBDPLUS FIRM NO. 10028600	
STATE	COUNTY	SHEET NO.	TOTAL SHEETS
TEXAS	DALLAS	01	01
PROJECT NO.	CONTROL NO.	DATE	SCALE
36-53891008			

PAGE 4 OF 5

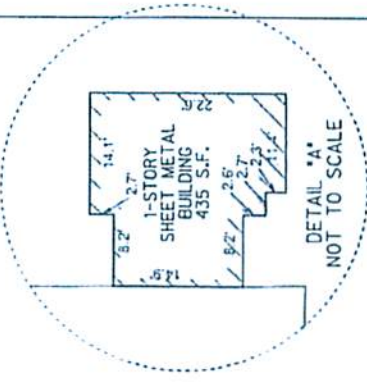
MATCH LINE PAGE 5





MATCH LINE PAGE 4

- LEGEND**
- CI - CURB INLET
  - GI - GRATE INLET
  - GV - GUY WIRE
  - GM - NATURAL GAS VALVE
  - GM - NATURAL GAS METER
  - GPLS - NATURAL GAS PIPELINE SIGN
  - TSB - TELEPHONE SERVICE BOX
  - CPED - CABLE TV SERVICE BOX
  - WM - WATER METER
  - WAR - WATER AIR RELEASE
  - LP - LIGHT POLE
  - STMH - STORM MANHOLE
  - SSMH - SANITARY SEWER MANHOLE
  - PP - POWER POLE
  - ZLP - DOUBLE DAVIT LIGHT POLE
  - LP - LIGHT POLE
  - MB - MAILBOX
  - PL - PROPERTY LINE
  - PL - CHAIN LINK FENCE LINE
  - - - - - EDGE OF ASPHALT
  - - - - - OVERHEAD ELECTRIC LINE
  - - - - - CONCRETE PAVEMENT



SEE DETAIL \*A\*

STATE OF TEXAS  
 V.C. 663.10, § 532  
 DULICIT.

CAROLINA CANO &  
 JUAN LUIS RAMIREZ  
 DECL. NO. 2379750  
 REGISTERED PROFESSIONAL SURVEYORS  
 HIDALGO COUNTY, TEXAS



I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even date represent an actual survey made on the ground under my supervision.

*JASON A. JERNIGAN*  
 JASON A. JERNIGAN  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS NUMBER 6023  
 TBPLS FIRM NO. 10029600

<b>HALFF</b>		COUNTY		PARCEL NO.
1201 NORTH BOWSER ROAD RICHMOND, TX 75081 (214) 346-6200 TBPLS FIRM NO. 10029600		TEXAS	HIDALGO	
STATE	CONTRACT NO.	TRACT NO.		
PHR	36-536P1008			



**NOTES:**  
 Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4205 NAD 83/2011. All coordinates and distances shown hereon are grid.  
 The buildings and other improvements shown hereon represent the outline at ground level. The Surveyor has not located any underground buildings, overhead protrusions or improvements not obvious and located at ground level, unless otherwise noted.



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

October 3, 2016

RE: Potential Sale of State-Owned Property  
Texas Department of Transportation  
+/- 3.99 acres  
623 N. Cage Blvd.  
Pharr, Hidalgo County, TX 78577

**RECEIVED**

**OCT - 6 2016**

**COUNTY JUDGE**

VIA FEDERAL EXPRESS [FEDEX 7773 7870 9219]

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

Honorable Judge Ramon Garcia,

The Pharr District of the Texas Department of Transportation ("TxDOT") has determined that the above described property is no longer needed for state highway purposes. A copy of the survey and an aerial map of the property is enclosed. In accordance with Texas Transportation Code, Section 202.021, governmental entities with the authority to condemn real property have priority right to purchase TxDOT property that is sold and this letter is a notice of your priority right to purchase the above described property.

The purchase price for this property is \$1,300,000.00 (one million, three hundred thousand dollars), plus survey costs in the amount of \$10,399.50, appraisal costs in the amount of \$2,000.00, and any additional incurred closing costs, including the cost of any owner's title policy you may require.

In order to exercise your priority, within thirty (30) days of the receipt of this letter, please provide TxDOT with a written statement of your entity's intent to purchase the property on these terms. Please forward a copy of the statement to:

Mr. Jess Berglund  
Real Estate Management and Development Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street, 5<sup>th</sup> Floor  
Austin, Texas 78701

Or by email to: [Jess.Berglund@txdot.gov](mailto:Jess.Berglund@txdot.gov).

This offer is subject to change or revocation by TxDOT. If the above does not receive a copy of the statement exercising the priority right within thirty (30) days after your receipt of this letter, TxDOT will consider your priority right to purchase the property to be waived. If your governmental entity is not interested in the property TxDOT would appreciate it if you would return the enclosed Waiver of Priority Purchase Right prior to the automatic 30-day waiver.

If you have any questions concerning this matter, please contact Jess Berglund at (512) 463-3166 or at [Jess.Berglund@txdot.gov](mailto:Jess.Berglund@txdot.gov).

Sincerely,

Roland Tilden  
Director  
Real Estate Management and Development

**CC: Toribio Garza, P.E., District Engineer, Pharr District  
Kyle Madsen, TxDOT Regional Right of Way Manager**

**Waiver of Priority Purchase Right**

**RE: Potential Sale of State-Owned Property  
Texas Department of Transportation  
+/- 3.99 acres  
623 N. Cage Blvd.  
Pharr, Hidalgo County, TX 78577**

**Jess Berglund  
Real Estate Management and Development Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
5th Floor  
Austin, Texas 78701**

**Dear Mr. Berglund:**

**We have reviewed TxDOT's letter dated October 3, 2016 regarding the proposed sale of the property at 623 N. Cage Blvd., Pharr, TX 78577.**

**Hidalgo County IS NOT interested in purchasing this property. Therefore, Hidalgo County WAIVES the priority right to purchase this property.**

**Sincerely,**

---

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

**Date: \_\_\_\_\_, 20\_\_**

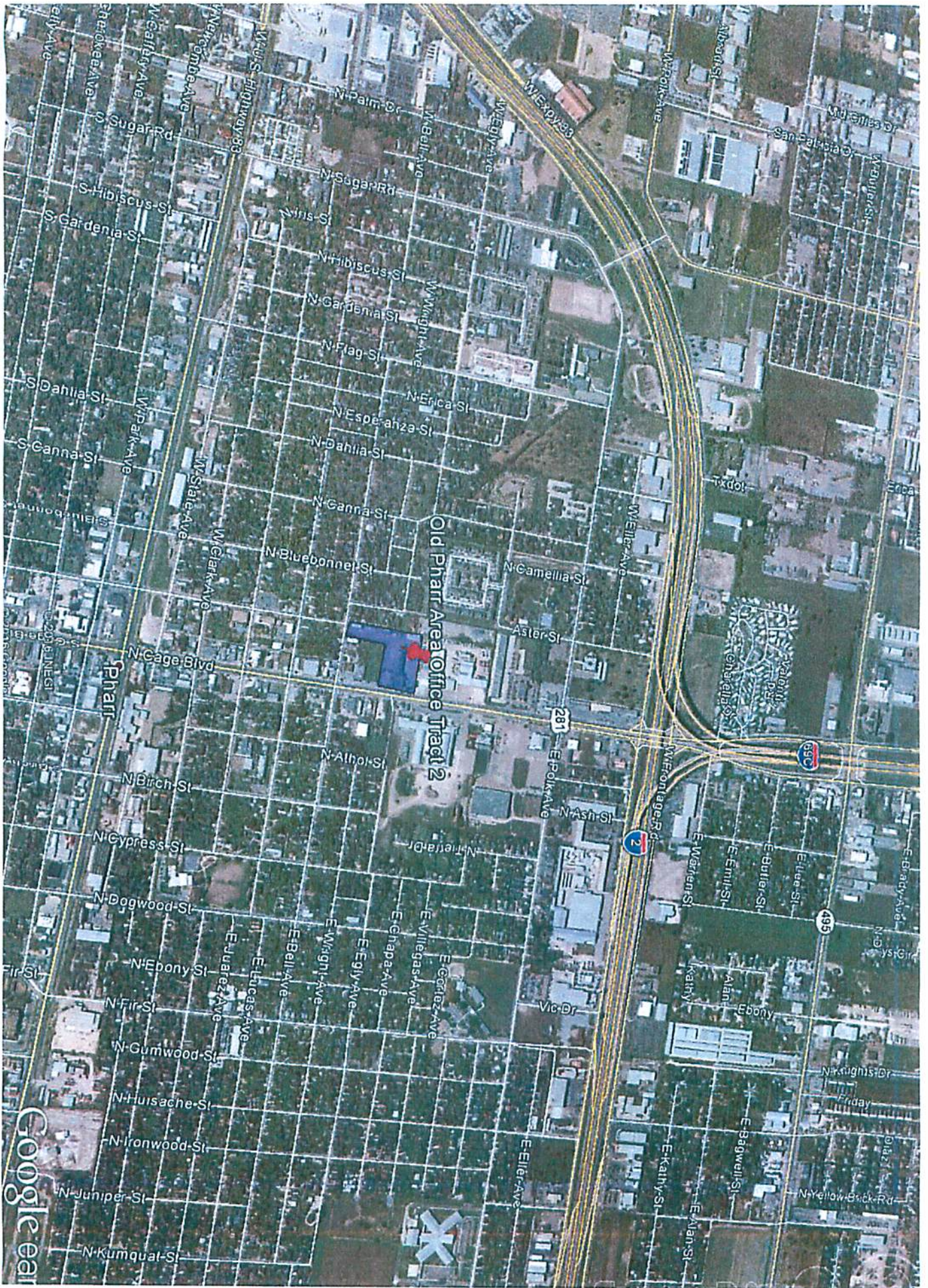


EXHIBIT "A"

County: Hidalgo  
Intersection: Cage Blvd. & Bell St.  
CSJ: 00039-17-183

Page 1 of 5  
6/14/2016

TRACT 02

BEING A 3.9945 ACRE (174,000 SQUARE FEET) TRACT SITUATED IN THE J. HINOJOSA SURVEY, ABSTRACT NUMBER 40, HIDALGO COUNTY, TEXAS, AND BEING ALL OF THE FOLLOWING TRACTS: A CALLED 0.48 ACRE TRACT DESCRIBED IN DEED TO THE TEXAS HIGHWAY DEPARTMENT RECORDED IN VOLUME 653, PAGE 532 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS (D.R.H.C.T.), A CALLED 1.07 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 370, PAGE 464 OF THE D.R.H.C.T., A CALLED 1.17 ACRE TRACT DESCRIBED IN WARRANTY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 370, PAGE 466 OF THE D.R.H.C.T. AND A CALLED 1.45 ACRE TRACT DESCRIBED IN WARRANTY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 409, PAGE 154 OF THE D.R.H.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found for the southeast corner of a called 4.18 acre tract described in deed to Kyrish Real Estate LP recorded in Document Number 2250629 of the D.R.H.C.T. and the existing west right-of-way line of Cage Blvd.;

**THENCE North 81°34'06" West 10.12 feet** with the south line of said 4.18 acre tract and the existing west right-of-way line of Cage Blvd. to a set 1/2-inch iron rod with plastic cap stamped "HALFF" for the northeast corner of said 1.07 acre tract and the **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE South 08°21'12" West 300.50 feet** with the east line of said 1.07 acre tract, the east line of said 1.17 acre tract and the existing west right-of-way line of Cage Blvd. to a 1/2-inch iron rod found for the southeast corner of said 1.17 acre tract and the northeast corner of Lot 1 of the Burton Subdivision, a subdivision of record recorded in Volume 38, Page 49B of the Map Records of Hidalgo County, Texas (M.R.H.C.T.), from which a Texas Department of Transportation (TxDOT) concrete monument found bears North 57°03'53" West 0.84 feet;
- 2) **THENCE North 81°35'27" West 339.90 feet** with the south line of said 1.17 acre tract and the north line of Lot 1 and the east line of said 1.45 acre tract to a Texas Department of Transportation (TxDOT) concrete monument found for the northwest corner of Lot 1 and an angle point in the east line of said 1.45 acre tract, from which a iron rod found with plastic cap stamped "RPLS 4304" bears 0.42 feet;
- 3) **THENCE South 08°29'13" West 298.46 feet** with the east line of said 1.45 acre tract and the west line of Lot 1 and Lot 2 of said Burton Subdivision to a Texas Department of Transportation (TxDOT) concrete monument found for the southeast corner of said 1.45 acre tract, the southwest corner of Lot 2 and on the existing right-of-way line of Bell Street;

EXHIBIT "A"

County: Hidalgo  
Intersection: Cage Blvd. & Bell St.  
CSJ: 00039-17-183

Page 2 of 5  
6/14/2016


TRACT 02

- 4) **THENCE North 81°34'06" West 120.00 feet** with the south line of said 1.45 acre tract and the existing north right-of-way line of Bell Street to a Texas Department of Transportation (TxDOT) concrete monument found for the southwest corner of said 1.45 acre tract and the southeast corner of a 20 foot Alley as shown in Huisache Subdivision recorded in Volume 7, Page 57 of the M.R.H.C.T.;
- 5) **THENCE North 08°28'14" East 599.09 feet** with the west line of said 1.45 acre tract, the west line of said 0.48 acre tract, the east line of said Alley, the east line of a tract of land described in deed to Carolina Cano and Husband Juan Luis Ramirez and the east line of the remainder of Lateral "F" (no deed found) to a set 1/2-inch iron rod with plastic cap stamped "HALFF" for the northwest corner of said 0.48 acre tract, the northeast corner of the remainder of said Lateral "F", the southeast corner of a called 2.12 acre tract described in deed to the State of Texas recorded in Volume 866, Page 275 of the D.R.H.C.T. and the southwest corner of said 4.18 acre tract
- 6) **THENCE South 81°34'06" East 459.37 feet** with the north line of said 0.48 acre tract, the north line of said 1.07 acre tract and the south line of said 4.18 acre tract to the **POINT OF BEGINNING** and containing 3.9945 acre (174,000 square feet).

Basis of bearings is the Texas Coordinate System of 1983, South Zone 4205 (NAD83/2011). All distances shown hereon are grid: U.S. Survey Feet.

These property descriptions are accompanied by a parcel plat of even date.

I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represent an actual survey made on the ground under my supervision.

  
\_\_\_\_\_  
Jason A. Jernigan, R.P.L.S.  
Texas Registered Professional Land Surveyor No. 6023  
Halff Associates, Inc.,  
TBPLS Firm No. 10029600  
1201 North Bowser Road, Richardson, TX, 75081

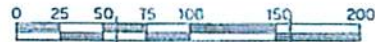
09 FEB 2016  
Date



J. HINOJOSA SURVEY, ABST. 40

LOT 4, BLOCK C  
THE SUBDIVISION OF PORCIONES  
66. 67, 69 AND 70 VOL. 3, PG. 133 D.R.H.C.T.

KYRISH REAL ESTATE LP  
(4.18 AC)  
DCC. NO. 2250629  
D.R.H.C.T.



SCALE IN FEET  
1"=100'

- FIP - FOUND IRON PIPE
- FIR - FOUND IRON ROD
- SIR - SET IRON ROD
- W/CAP - WITH A CAP STAMPED "HALFF"
- D R H C T - DEED RECORDS, HIDALGO COUNTY, TEXAS
- M R H C T - MAP RECORDS, HIDALGO COUNTY, TEXAS
- VOL - VOLUME
- PG - PAGE
- 1/2" SIR
- 1/2" FIR

STATE OF TEXAS  
(2.12 AC)  
VOL. 866, PG. 275  
D.R.H.C.T.

130' R.O.W.  
"TWENTY-EIGHT TRACT"  
LATERAL F.  
HIDALGO COUNTY WATER CONTROL  
& IRRIGATION DISTRICT  
VOL. 58, PG. 303  
D.R.H.C.T.

1/2" SIR  
W/CAP

S81°34'06"E 459.37'

POINT OF BEGINNING

STATE OF TEXAS  
(0.07 AC)  
VOL. 370, PG. 464  
D.R.H.C.T.

POINT OF COMMENCING

N81°34'06"W  
10.1'

STATE OF TEXAS  
(0.48 AC)  
VOL. 653, PG. 532  
D.R.H.C.T.

CAROLINA CANO  
and husband,  
JUAN LUIS RAMIREZ  
DCC. NO. 2379750  
D.R.H.C.T.

S08°21'12"W 300.50'

CAGE BLVD.  
(120' R.O.W.)

BLOCK D  
PHARR AND ADJACENT ACREAGE TRACTS  
VOL. 0, PG. 43  
M.R.H.C.T.

STATE OF TEXAS  
(1.17 AC)  
VOL. 370, PG. 466  
D.R.H.C.T.

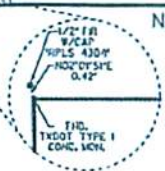
TRACT 2  
3.9945 AC.  
(174,000 S.F.)

STATE OF TEXAS  
(1.45 AC)  
VOL. 409, PG. 154  
D.R.H.C.T.

HUISACHE SUBDIVISION VOL. 7, PG. 57  
M.R.H.C.T.

20' ALLEY N08°28'14"E 699.09'

N81°35'27"W 339.90'



ROEL VILLAMUEVA  
DCC. NO. 1911192  
D.R.H.C.T.

S08°29'13"W 298.46'

BURTON  
SUBDIVISION  
VOL. 38, PG. 49B  
M.R.H.C.T.

JOSE L. & MARIA E.  
MARTINEZ  
H.C.C.F. NO. 1011721

SET P.K.  
NAIL

N81°34'06"W 120.00'

FND.  
TXDOT TYPE I  
CONC. MON.

BELL ST.  
(50' R.O.W.)



I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even date represent an actual survey made on the ground under my supervision.

JASON A. JERNIGAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NUMBER 6023  
TBPLS FIRM NO. 10029600

09 FEB 2016

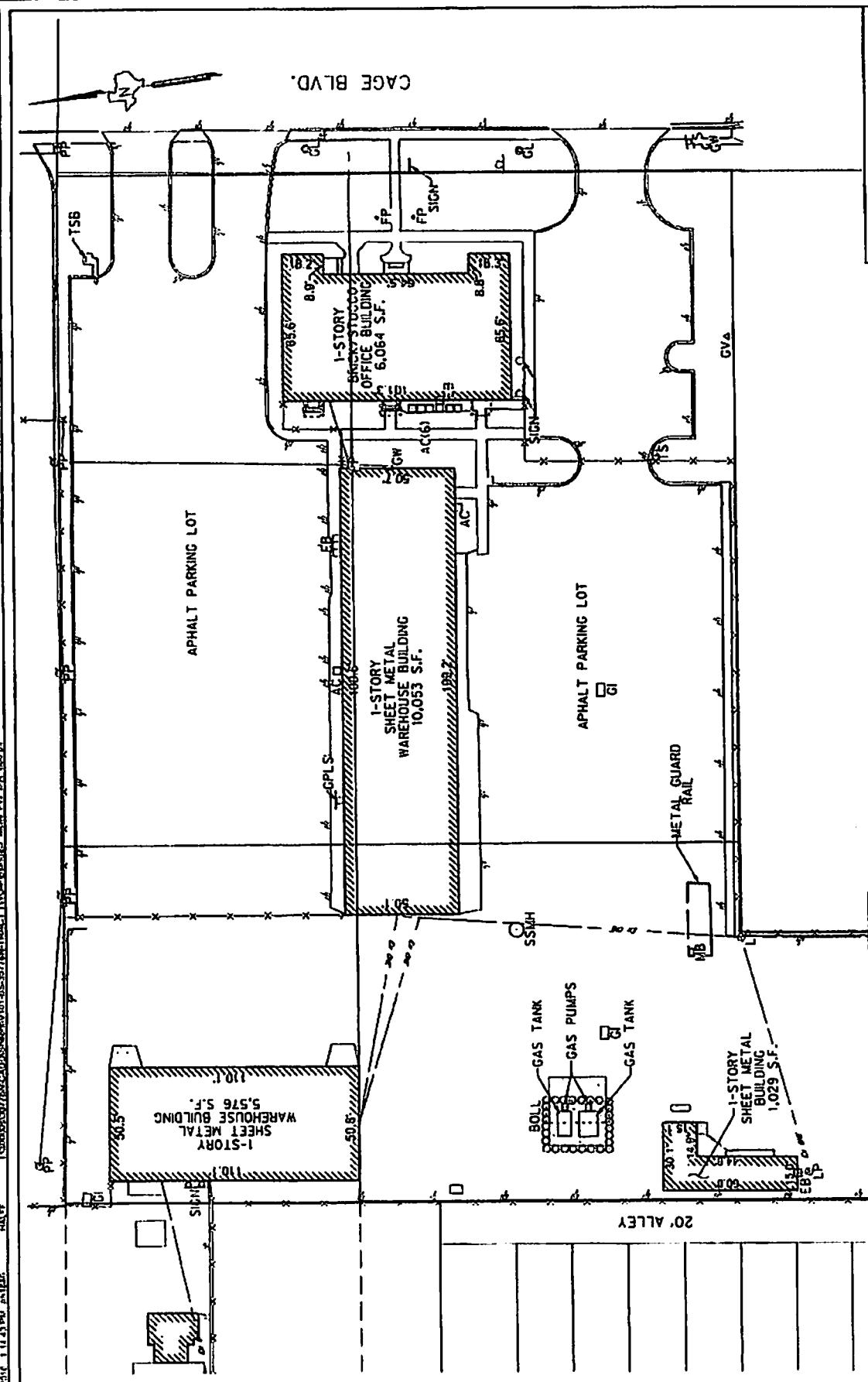


Texas  
Department  
of Transportation

**HALFF**

1201 NORTH BOWSER ROAD  
RICHARDSON, TX 75081  
(214) 345-6200  
TBPLS FIRM NO. 10029600

STATE	COUNTY	CONTRACT NO.	DATE
TEXAS	HIDALGO	36-536-P1008	02



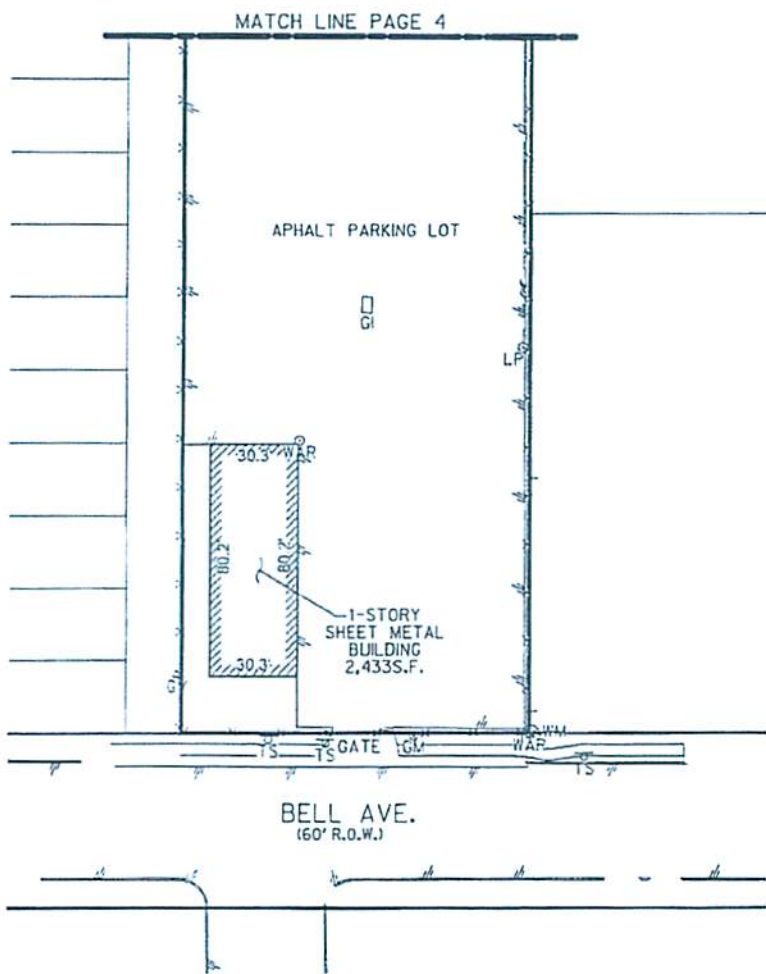
**HALFF**  
 1201 NORTH BOWSER ROAD  
 RICHARDSON, TX 75081  
 (972) 440-1800  
 TWPUS FIRM NO 10029000

DATE	STATE	COUNTY	SHEET NO.	TOTAL SHEETS	PROJECT NO.	PARCEL NO.
02	TEXAS	ROJALDO	5	2	36-58871005	02



MATCH LINE PAGE 5

MCA CAFFERD.1032



- LEGEND**
- CI - CURB INLET
  - GI - GRATE INLET
  - GW - GUY WIRE
  - GV - NATURAL GAS VALVE
  - GM - NATURAL GAS METER
  - GPLS - NATURAL GAS PIPELINE SIGN
  - TSB - TELEPHONE SERVICE BOX
  - CPED - CABLE TV SERVICE BOX
  - WM - WATER METER
  - WAR - WATER AIR RELEASE
  - LP - LIGHT POLE
  - STMH - STORM MANHOLE
  - SSMH - SANITARY SEWER MANHOLE
  - PP - POWER POLE
  - 2LP - DOUBLE DAVIT LIGHT POLE
  - LP - LIGHT POLE
  - MB - MAILBOX
  - x-x-x-x- CHAIN LINK FENCE LINE
  - - - - - EDGE OF ASPHALT
  - - - - - OVERHEAD ELECTRIC LINE
  - CONCRETE PAVEMENT



I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even date represent an actual survey made on the ground under my supervision.

*Jason A. Jernigan* 09 FEB 2016  
 JASON A. JERNIGAN  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 TEXAS NUMBER 6023  
 TBPLS FIRM NO. 10029600

**NOTES:**

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4205 NAD 83/2011. All coordinates and distances shown hereon are grid.

The buildings and other improvements shown hereon represent the outline at ground level. The Surveyor has not located any underground buildings, overhead protrusions or improvements not obvious and located at ground level, unless otherwise noted.



© 2016

**HALFF**  
 1201 NORTH BOWSER ROAD  
 RICHARDSON, TX 75081  
 (214) 348-6200  
 TBPLS FIRM NO. 10029600

STATE	COUNTY	TRACT NO.
6 TEXAS	HIDALGO	
CONTRACT NO.	TRACT NO.	TRACT NO.
PHR 36-536P1008		02

**AI-56944**

**Executive Office 8. E.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Approval of 2017 Holiday Schedule

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

draft

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/19/2016 03:51 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/19/2016 02:14 PM
Final Approval Date: 10/28/2016		



## *County Executive Office*

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

Phone: (956) 292-7655

Fax: (956) 292-7034

### **HIDALGO COUNTY 2017 HOLIDAYS**

<b>New Year's Day</b>	<b>1/1/17 (Sunday)</b>	<b>January 02, 2017 (Monday)</b>
<b>Martin Luther King Day</b>		<b>January 16, 2017 (Monday)</b>
<b>Presidents' Day</b>		<b>February 20, 2017 (Monday)</b>
<b>Good Friday</b>		<b>April 14, 2017 (Friday)</b>
<b>Memorial Day</b>		<b>May 29, 2017 (Monday)</b>
<b>Independence Day</b>		<b>July 04, 2017 (Tuesday)</b>
<b>Labor Day</b>		<b>September 04, 2017 (Monday)</b>
<b>Columbus' Day</b>		<b>October 09, 2017 (Monday)</b>
<b>Veterans' Day</b>	<b>11/11/17 (Saturday)</b>	<b>November 10, 2017 (Friday)</b>
<b>Thanksgiving</b>		<b>November 23 &amp; 24, 2017 (Thursday/Friday)</b>
<b>Christmas</b>		<b>December 25 &amp; 26, 2017 (Monday/Tuesday)</b>
<b>New Year's Eve</b>	<b>12/31/17 (Sunday)</b>	<b>January 01, 2018 (Monday)</b>

Approved by Commissioners' Court on: November 2016.

**Note:** There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

AI-57070

Human Resources 9. A.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

**Information**

**CAPTION**

Juvenile Detention /Juv Dir Supervision (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions, effective 10/19/16:

Action	Dept./ Program	Slot No.	Position Title	Current Budgeted Salary / Allowance	Proposed Budgeted Salary/ Allowance
Remove Longevity	330-001 (Juv Detention Pre Adj.)	7925	JSO/Detention Officer	\$480.00	\$0.00
Create Allowance Slot (to provide longevity w/effective date 10/19/16)	330-001 (Juv Dir Supervision)	7124	Probation Officer	\$0.00	\$480.00

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

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1100-423-79-330-001-0-XXX

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

**BUDGETARY IMPACT:**

Funds available as of 10/28/16.

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1100-423-71-330-001-0-XXX

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

**BUDGETARY IMPACT:**

Funds available pending interdepartmental transfer approval AI-57070 CC 11/01/16.

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**Attachments**

Transfer

Fiscal Note

PARS

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 02:27 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Diana Munoz		Started On: 10/26/2016 03:12 PM
Final Approval Date: 10/28/2016		

DATE: November 1, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for JUVENILE DS

ACCOUNT NUMBER: 6-1100-423-7X-330-001-0-XXX

CONTACT PERSON: Patricia Ramos

**2016**  
Transfer

AI-57070



PHONE: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
<b>FROM</b>			
6-1100-423-79-330-001-0- 115	JUVENILE DET PRE-	LONGEVITY	(97.47)
6-1100-423-79-330-001-0- 220	JUVENILE DET PRE-	FICA	(7.46)
6-1100-423-79-330-001-0- 230	JUVENILE DET PRE-	RETIREMENT	(10.97)
6-1100-423-79-330-001-0- 250	JUVENILE DET PRE-	UNEMPLOYMENT COMP	(0.58)
6-1100-423-79-330-001-0- 260	JUVENILE DET PRE-	WORKER'S COMP	(0.34)
<b>TO</b>			
6-1100-423-71-330-001-0- 115	JUVENILE DS-	LONGEVITY	97.47
6-1100-423-71-330-001-0- 220	JUVENILE DS-	FICA	7.46
6-1100-423-71-330-001-0- 230	JUVENILE DS-	RETIREMENT	10.97
6-1100-423-71-330-001-0- 250	JUVENILE DS-	UNEMPLOYMENT COMP	0.58
6-1100-423-71-330-001-0- 260	JUVENILE DS-	WORKER'S COMP	0.34
TOTAL BUDGET INCREASE (DECREASE)			<b>\$ 0.00</b>

REASON: Transfer needed to fund personnel actions, AI-57070 CC 11/01/16.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST, COUNTY CLERK

**HIDALGO COUNTY**  
**Department of Budget & Management**  
**FISCAL NOTE**

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

To: Commissioner' Court  
 From: Sergio Cruz, Budget Officer  
 CC Date: Tuesday, November 01, 2016

Agenda Item: 57070

Summary of request/proposal:

Juvenile Det Pre (1100)-  
 Approval of the following personnel actions, effective 10/19/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	JSO/Detention Officer	7925	115	480.00	0.00	(480.00)
1100	JSO/Detention Officer	7925	113	36,366.00	36,366.00	0.00
				36,846.00	36,366.00	(480.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
6-1100-423-79-330-001-0-113	JUVENILE DET PRE- REGULAR FULL TIME	\$0.00
6-1100-423-79-330-001-0-115	JUVENILE DET PRE- LONGEVITY	(\$97.47)
6-1100-423-79-330-001-0-211	JUVENILE DET PRE- HEALTH INSURANCE	\$0.00
6-1100-423-79-330-001-0-212	JUVENILE DET PRE- LIFE INSURANCE	\$0.00
6-1100-423-79-330-001-0-220	JUVENILE DET PRE- FICA	(\$7.46)
6-1100-423-79-330-001-0-230	JUVENILE DET PRE- RETIREMENT	(\$10.97)
6-1100-423-79-330-001-0-250	JUVENILE DET PRE- UNEMPLOYMENT COMP	(\$0.58)
6-1100-423-79-330-001-0-260	JUVENILE DET PRE- WORKER'S COMP	(\$0.34)
2016 Budgetary Impact		(116.82)

2017 Budgetary Impact: (\$576.34)

Possible Funding Sources: Cost Savings

Comments:


**HIDALGO COUNTY**  
**Department of Budget & Management**  
**FISCAL NOTE**

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

To: Commissioner' Court  
 From: Sergio Cruz, Budget Officer  
 CC Date: Tuesday, November 01, 2016

Agenda Item: 57070

Summary of request/proposal:

Juvenile DS (1100)-  
 Approval of the following personnel actions, effective 10/19/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Probation Officer	7124	115	0.00	480.00	480.00
				0.00	480.00	480.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
6-1100-423-71-330-001-0-113	JUVENILE DS- REGULAR FULL TIME	\$0.00
6-1100-423-71-330-001-0-115	JUVENILE DS- LONGEVITY	\$97.47
6-1100-423-71-330-001-0-211	JUVENILE DS- HEALTH INSURANCE	\$0.00
6-1100-423-71-330-001-0-212	JUVENILE DS- LIFE INSURANCE	\$0.00
6-1100-423-71-330-001-0-220	JUVENILE DS- FICA	\$7.46
6-1100-423-71-330-001-0-230	JUVENILE DS- RETIREMENT	\$10.97
6-1100-423-71-330-001-0-250	JUVENILE DS- UNEMPLOYMENT COMP	\$0.58
6-1100-423-71-330-001-0-260	JUVENILE DS- WORKER'S COMP	\$0.34
2016 Budgetary Impact		\$116.82

2017 Budgetary Impact: \$576.34

Possible Funding Sources: Interdepartmental transfer.

Comments:




# COUNTY OF HIDALGO

## Human Resources Department

### PERSONNEL ADJUSTMENT REQUEST FORM (ALLOWANCES)

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

DATE: 10/26/2016 CURRENT POSITION TITLE: JSO/DETENTION OFFICER  
 DEPARTMENT NAME: JUVENILE DET PRE ADJ CURRENT SLOT NO.: 7925  
 DEPARTMENT NO.: 330-001 REQUESTED POSITION TITLE: \_\_\_\_\_

**ALLOWANCE REQUEST: Type of Allowance**

- |   |                                      |                                   |
|---|--------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> Longevity | <input type="checkbox"/> Interpreter | <input type="checkbox"/> Clothing |
| <input type="checkbox"/> Supplemental         | <input type="checkbox"/> Auto        |                                   |

Allowance Amount: <u>\$ 480.00</u>	Allowance Amount: <u>\$ 0.00</u>	Allowance Amount: <u>-\$ 480.00</u>
Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: -\$ 480.00

**POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Current Department Budget | <input type="checkbox"/> Annual Budget Cycle | <input type="checkbox"/> Will Require Additional Funds |
| <input type="checkbox"/> Salary Adjustment                    | <input type="checkbox"/> Other _____         |  |

POSITION TYPE:  Full Time Regular Object Code 113  Part Time Regular Object Code 114  
 Full Time Temporary Object Code 121  Part Time Temporary Object Code 122

CIVIL SERVICE:  Exempt  Non-Exempt FLSA:  Exempt  Non- Exempt

**JUSTIFICATION/PRIORITY: (Explain why this allowance request is essential)**

Longevity for this slot will no longer be needed.

\_\_\_\_\_  
 \_\_\_\_\_

**COMMENTS: (Any comments you wish to make regarding this request, attach additional pages if needed)**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Department Head

*[Signature]*  
 Department of Human Resources

\_\_\_\_\_  
 Department of Budget & Management

10-27-16  
 Date

10/31/2016  
 Date

10/31/2016  
 Date



# COUNTY OF HIDALGO

## Human Resources Department



### PERSONNEL ADJUSTMENT REQUEST FORM (ALLOWANCES)

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

DATE: 10/26/2016 CURRENT POSITION TITLE: *PA*  
 DEPARTMENT NAME: JUVENILE DIR SUPERVISION CURRENT SLOT NO.: 330-001-~~A~~7124 (PROPOSED)  
 DEPARTMENT NO.: 330-001 REQUESTED POSITION TITLE: PROBATION OFFICER

**ALLOWANCE REQUEST: Type of Allowance**

- |   |                                      |                                   |
|---|--------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> Longevity | <input type="checkbox"/> Interpreter | <input type="checkbox"/> Clothing |
| <input type="checkbox"/> Supplemental         | <input type="checkbox"/> Auto        |                                   |

Allowance Amount: <u>\$ 0.00</u>	\$ 480.00	\$ 480.00
Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: \$ 480.00

**POSITION/ALLOWANCE TO BE FUNDED FROM ONE OF THE FOLLOWING:**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Current Department Budget | <input type="checkbox"/> Annual Budget Cycle                      | <input checked="" type="checkbox"/> Will Require Additional Funds |
| <input type="checkbox"/> Salary Adjustment                    | <input type="checkbox"/> Other <u>6-1100-423-71-330-001-0-115</u> |   |

POSITION TYPE:  Full Time Regular Object Code 113  Part Time Regular Object Code 114  
 Full Time Temporary Object Code 121  Part Time Temporary Object Code 122

CIVIL SERVICE:  Exempt  Non-Exempt FLSA:  Exempt  Non- Exempt

**JUSTIFICATION/PRIORITY: (Explain why this allowance request is essential)**

Creation of general fund slot is needed to cover longevity pay for employee #153117.

**COMMENTS: (Any comments you wish to make regarding this request, attach additional pages if needed)**

\_\_\_\_\_  
 \_\_\_\_\_

Department Head  Department of Human Resources  Department of Budget & Management	Date <u>10/26/16</u> Date <u>10/31/2016</u> Date <u>10/31/2016</u>
---	--

AI-57078

Health & Human Services Dept. 10. A.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted By: Jaclyn  
Trevino,  
PUBLIC  
AFFAIRS

Department: PUBLIC AFFAIRS

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**Information**

**CAPTION**

County Judge Ramon Garcia and Commissioners to receive flu shot

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

no budgetary impact.

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**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 09:56 AM
Linda Flores	Linda Flores	10/27/2016 11:46 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Jaclyn Trevino		Started On: 10/26/2016 04:30 PM
Final Approval Date: 10/28/2016		

AI-57107

Health & Human Services Dept. 10. B.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

---

**Information**

**CAPTION**

Prenatal FY 16 (1293):

1. Approval of certification of revenues as certified by County Auditor for program income generated from the Prenatal FY 16 grant program.
2. Approval of 2016 appropriation of funds in the amount of \$437.05.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1293-441-00-340-052-6-113

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

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

**BUDGETARY IMPACT:**

6-1293-345-40-340-052-6-000 Prenatal Program Income Revenue Acct #

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**Attachments**

BA

COR

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 08:44 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Mike Escaname		Started On: 10/28/2016 08:30 AM
Final Approval Date: 10/28/2016		

DATE: October 27, 2016

**2016**  
Appropriation  
AI-



DEPARTMENT HEAD: Eduardo Olivarez

DEPARTMENT NAME: Health & Human Services Department

ACCOUNT NUMBER: 6-1293-XXX-00-340-052-6-XXX

Contact Person: Mike Escaname Ph# (956) 292-7000 ext. 7210

**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
6-1293-441-00-340-052-6-113	PRENATAL / MATERNITY-REG F/T EMPLOYEES	437.05
<i>6-1293-345-40-340-052-6-000</i>	<i>PRENATAL / MATERNITY PROGRAM INCOME REVENUES</i>	437.05
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$437.05</b>

REASON: To appropriate the program income generated during the grant period.

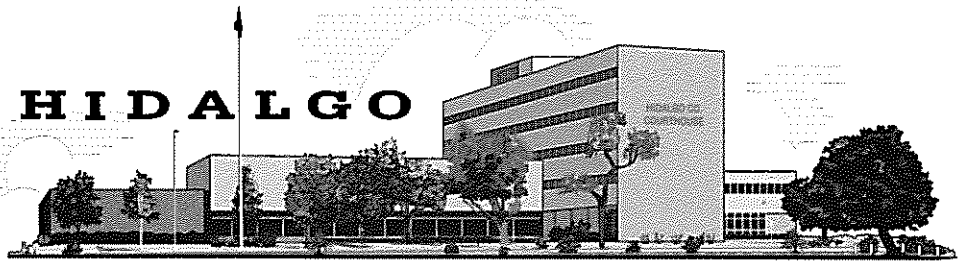
\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
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](http://www.co.hidalgo.tx.us/auditor)

EDINBURG, TEXAS 78539

October 31, 2016

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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


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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of \$437.05 to be generated by the Hidalgo County Health and Human Services Department for the CHS/TV-PRENATAL CHS-TitleV-Prenatal Services Grant FY2016. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

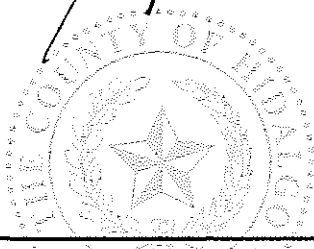
\$437.05

FY16 CHS/TV-PRENATAL CHS-TitleV-Prenatal Services Program Income

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

10/31/16  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

- |   |   |   |  |  |  |   |  |  |  |  |
|---|---|---|--|--|--|---|--|--|--|--|
| LUIS M. SINGLETERRY<br>JUDGE, 82 <sup>ND</sup> D.C. | RODOLFO DELGADO<br>JUDGE, 89 <sup>TH</sup> D.C. | J. R. "BOBBY" FLORES<br>JUDGE, 135 <sup>TH</sup> D.C. | ROSE GUERRA REYNA<br>JUDGE, 206 <sup>TH</sup> D.C. | JUAN R. PARTIDA<br>JUDGE, 275 <sup>TH</sup> D.C. | MARIO E. RAMIREZ, JR.<br>JUDGE, 332 <sup>ND</sup> D.C. | NOE GONZALEZ<br>JUDGE, 370 <sup>TH</sup> D.C.<br>OVERSEER | LETICIA LOPEZ<br>JUDGE, 389 <sup>TH</sup> D.C. | AIDA SALINAS FLORES<br>JUDGE, 394 <sup>TH</sup> D.C. | ISRAEL RAMON, JR.<br>JUDGE, 430 <sup>TH</sup> D.C. | JESSE CONTRERAS<br>JUDGE, 449 <sup>TH</sup> D.C. |
|---|---|---|--|--|--|---|--|--|--|--|

## Minerva Diaz

---

**From:** Mike Escaname [miguel.escaname@hchd.org]  
**Sent:** Friday, October 28, 2016 9:49 AM  
**To:** minerva.diaz@auditor.co.hidalgo.tx.us  
**Subject:** Request - Certification of Revenue = \$437.05 - SDI-Prenatal Program Income  
**Attachments:** SDI-Prenatal Program 052.pdf; SDI-PRENATAL FY16 PI PD01-13 2016.pdf; AI PRENATAL PI.pdf

Minerva,

Please arrange for a Certification of Revenue in the amount of \$437.05.

AI-57107 will be presented to CC next Tuesday, 11/01/16.

---

**From:** Minerva Diaz [<mailto:minerva.diaz@auditor.co.hidalgo.tx.us>]  
**Sent:** Thursday, October 27, 2016 5:01 PM  
**To:** 'Mike Escaname'  
**Cc:** 'Deborah Fischer'  
**Subject:** SDI-Prenatal Program Income Appropriation & LIT

Good afternoon Mike,

Please appropriate \$437.05 for program income, this amount was added to object code 113, if this is okay with you (see attached).

If you approve, a JE will be prepared to re-class \$17,966.34 (salaries and fringes), please prepare a LIT to cover the charges.

Minerva Diaz  
Accountant I  
Hidalgo County Auditor's Office  
2808 S. Business HWY 281  
Edinburg, TX 78539  
Phone (956) 318-2511 Ext. 4675  
Fax (956) 318-2577  
[minerva.diaz@auditor.co.hidalgo.tx.us](mailto:minerva.diaz@auditor.co.hidalgo.tx.us)



AI-57107

Health & Human Services Dept. 11. B.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

---

**Information**

**CAPTION**

Prenatal FY 16 (1293):

1. Approval of certification of revenues as certified by County Auditor for program income generated from the Prenatal FY 16 grant program.
2. Approval of 2016 appropriation of funds in the amount of \$437.05.

**BACKGROUND**

---

**Fiscal Impact**

FISCAL YEAR: 2016

ACCT. #: 6-1293-441-00-340-052-6-113

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

**BUDGETARY IMPACT:**

6-1293-345-40-340-052-6-000 Prenatal Program Income Revenue Acct #

---

**Attachments**

**BA**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 08:44 AM
Final Approval		
Form Started By: Mike Escaname		Started On: 10/28/2016 08:30 AM

DATE: October 27, 2016

DEPARTMENT HEAD: Eduardo Olivarez

DEPARTMENT NAME: Health & Human Services Department

ACCOUNT NUMBER: 6-1293-XXX-00-340-052-6-XXX

Contact Person: Mike Escaname Ph# (956) 292-7000 ext. 7210

**2016**  
Appropriation  
AI-



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
6-1293-441-00-340-052-6-113	PRENATAL / MATERNITY-REG F/T EMPLOYEES	437.05
6-1293-345-40-340-052-6-000	PRENATAL / MATERNITY PROGRAM INCOME REVENUES	437.05
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$437.05</b>

REASON: To appropriate the program income generated during the grant period.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

Account No/Description	Budget	Amount	Receivable	Percent
6-1293-345-40-340-052-6-000 PRENATAL/MATERNITY PROGRAM INCOME				
* Budget Entries				
DATE REFERENCE BATCH DESCRIPTION				
08/26/16 JE163547 16005428 COR PRT 2015 BUDGET CARRYOVER	-87.29			
* Journal Entries				
DATE REFERENCE BATCH DESCRIPTION				
03/31/16 JE161155 16003338 W/E 3/11/16 DIST H&H HLTH CLNC		23.12		
04/29/16 JE161768 16003833 W/E 4/15/16 DIST H&H HLTH CLNC		50.00		
06/30/16 JE162763 16004819 COR W/E 2/26/16 DIST H&H HLTH		20.00		
06/30/16 JE162763 16004819 COR W/E 2/12/16 DIST H&H HLTH		58.62		
06/30/16 JE162763 16004819 COR W/E 2/5/16 DIST H&H HLTH C		1.56		
06/30/16 JE162763 16004819 COR W/E 1/29/16 DIST H&H HLTH		119.07		
08/31/16 JE163653 16005558 W/E 8/5/16 DIST H&H HLTH CLNC		77.39		
Total:	-87.29			
* Beginning Balance		.00		.0

Total: 349.76  
 \* Ending Balance -437.05

AI-57094

Health & Human Services Dept. 10. C.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

**Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

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**Information**

**CAPTION**

Child Health FY 16 (1293):

1. Approval of certification of revenues as certified by the County Auditor for program income generated from the Child Health FY 16 grant program.
2. Approval of 2016 appropriation of funds in the amount of \$57.82.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1293-441-00-340-051-6-113

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

**BUDGETARY IMPACT:**

Program Income amount \$57.82.

6-1293-345-40-340-051-6-000 Program Income Revenue Acct #

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**Attachments**

BA

GL

COR

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 03:32 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Mike Escaname		Started On: 10/27/2016 03:18 PM
Final Approval Date: 10/28/2016		

DATE: October 27, 2016

DEPARTMENT HEAD: Eduardo Olivarez

DEPARTMENT NAME: Health & Human Services Department

ACCOUNT NUMBER: 6-1293-XXX-00-340-051-6-XXX

Contact Person: Mike Escaname Ph# (956) 292-7000 ext. 7210

**2016**  
Appropriation  
AI-



**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
6-1293-441-00-340-051-6-113	CHILD HEALTH-REG F/T EMPLOYEES	57.82
6-1293-345-40-340-051-6-000	CHILD HEALTH PROGRAM INCOME REVENUES	57.82
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$57.82</b>

REASON: To appropriate the program income generated during the grant period.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

Hidalgo County

For 01/01/16 - 10/31/16

Revenue Summary Report

FJRES01A

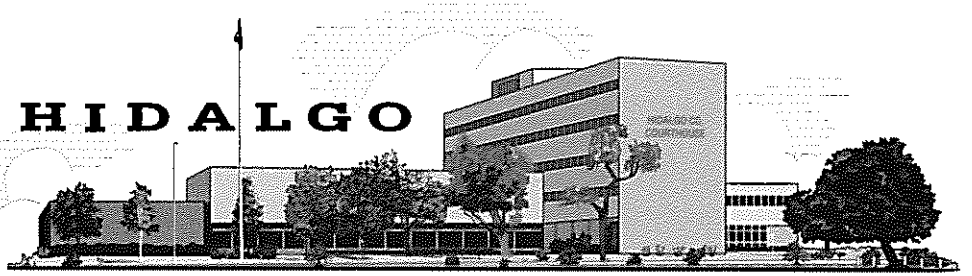
Periods 01 - 10

Standard Report Format

1001 - Starndard Report Spec

<u>Account No/Description</u>	<u>Budget Amount</u>	<u>Period Amount</u>	<u>Y-T-D Amount</u>	<u>Balance</u>	<u>Percent Received</u>
1293 HEALTH DEPARTMENT GRANTS					
6-1293-331-12-340-051-6-000 CHILD HEALTH REVENUES	59,532.71	31,826.23	31,826.23	27,706.48	53.46
6-1293-345-40-340-051-6-000 CHILD HEALTH PROG INCOME- REVENUES	-10.00	47.82	47.82	-57.82	-478.20
1293 HEALTH DEPARTMENT GRANTS	59,522.71	31,874.05	31,874.05	27,648.66	53.55
6 YEAR 2016	59,522.71	31,874.05	31,874.05	27,648.66	53.55

# 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](http://www.co.hidalgo.tx.us/auditor)

EDINBURG, TEXAS 78539

October 31, 2016

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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


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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of \$57.82 to be generated by the Hidalgo County Health and Human Services Department for the CHS/TV-CHILDHLTH CHS-TitleV-Child Health Services Grant FY2016. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

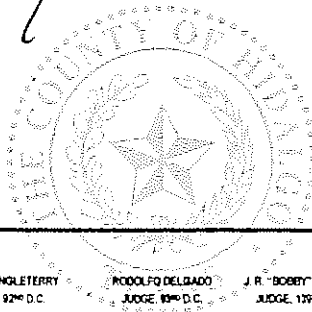
\$57.82

FY16 CHS/TV-CHILDHLTH CHS-TitleV-Child Health Services Program Income

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

10/31/16  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SINGLETERRY JUDGE, 92<sup>ND</sup> D.C.    RODOLFO DELGADO JUDGE, 10<sup>TH</sup> D.C.    J. R. "BOBBY" FLORES JUDGE, 17<sup>TH</sup> D.C.    ROSE GUERRA REYNA JUDGE, 206<sup>TH</sup> D.C.    JUAN R. PARTISA JUDGE, 275<sup>TH</sup> D.C.    MARIO E. RAMIREZ, JR. JUDGE, 332<sup>ND</sup> D.C.    NOE GONZALEZ JUDGE, 377<sup>TH</sup> D.C.    LETICIA LOPEZ JUDGE, 384<sup>TH</sup> D.C.    AIDA SALINAS FLORES JUDGE, 384<sup>TH</sup> D.C.    ISRAEL RAMON, JR. JUDGE, 430<sup>TH</sup> D.C.    JESSE CONTRERAS JUDGE, 469<sup>TH</sup> D.C.

## Minerva Diaz

---

**From:** Mike Escaname [miguel.escaname@hchd.org]  
**Sent:** Thursday, October 27, 2016 3:29 PM  
**To:** minerva.diaz@auditor.co.hidalgo.tx.us  
**Subject:** Request - Certification of Revenue - \$57.82 - Child Health Program Income  
**Attachments:** AI-57094 Appropriation of Program Income for FY 16 110116.pdf; GL Child Health Prog 051.pdf

Minerva,

As per your request, AI-57094 will be presented to CC on 11/01/2016 for approval.

Please arrange for a Certification of Revenue in the amount of \$57.82.

Thanks,

*Mike Escaname*

Budget Manager  
Hidalgo County Health & Human Services Department  
1304 S. 25 Ave  
Edinburg, TX 78542-7205  
Main Line (956) 383-6221  
Direct Line (956) 292-7000 ext. 7210



AI-57094

Health & Human Services Dept. 10. C.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

---

**Information**

**CAPTION**

Child Health FY 16 (1293):

1. Approval of certification of revenues as certified by the County Auditor for program income generated from the Child Health FY 16 grant program.
2. Approval of 2016 appropriation of funds in the amount of \$57.82.

**BACKGROUND**

---

**Fiscal Impact**

FISCAL YEAR: 2016

ACCT. #: 6-1293-441-00-340-051-6-113

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

**BUDGETARY IMPACT:**

Program Income amount \$57.82.

6-1293-345-40-340-051-6-000 Program Income Revenue Acct #

---

**Attachments**

BA

GL

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 03:32 PM
Final Approval		
Form Started By: Mike Escaname		Started On: 10/27/2016 03:18 PM

DATE: October 27, 2016

DEPARTMENT HEAD: Eduardo Olivarez

DEPARTMENT NAME: Health & Human Services Department

ACCOUNT NUMBER: 6-1293-XXX-00-340-051-6-XXX

Contact Person: Mike Escaname Ph# (956) 292-7000 ext. 7210

**2016**  
Appropriation  
AI-



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
6-1293-441-00-340-051-6-113	CHILD HEALTH-REG F/T EMPLOYEES	57.82
6-1293-345-40-340-051-6-000	CHILD HEALTH PROGRAM INCOME REVENUES	57.82
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$57.82</b>

REASON: To appropriate the program income generated during the grant period.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

Revenue Detail By Account

FJRED02A

Account No/Description	Budget	Amount	Receivable	Percent
6-1293-345-40-340-051-6-000 CHILD HEALTH PROG INCOME- REVENUES				
* Budget Entries				
DATE REFERENCE BATCH DESCRIPTION				
01/29/16 JE160940 16003102 2015 BUDGET CARRYOVER	.00	.00	.00	.0
* Journal Entries				
DATE REFERENCE BATCH DESCRIPTION				
02/29/16 JE160793 16000936 W/E 2/5/16 DIST H&H HLTH CLNC		47.82		
08/31/16 JE163641 16005558 W/E 8/12/16 DIST H&H HLTH CLNC		2.76		
08/31/16 JE164059 16005851 COR JE163641 W/E 8/12/16 DIST		-2.76		
Total:	-10.00	47.82		
* Beginning Balance				
* Ending Balance	-10.00	47.82	-57.82	.0

AI-57136

Fire Marshal's Office 11. A.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted By: Monica Badillo,  
EXECUTIVE OFFICE

Department: FIRE MARSHAL'S DEPT.

---

**Information**

**CAPTION**

Adoption of the Hidalgo County Emergency Evacuation Plan Policy

**BACKGROUND**

---

**Fiscal Impact**

**Attachments**

plan

legal

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 01:38 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 11:58 AM
Final Approval Date: 10/28/2016		

COUNTY OF HIDALGO, TEXAS  
EMERGENCY  
EVACUATION PLAN

Procedure:  
Page: 1 of 6  
Date Authorized: XX/XX/2016  
Supersedes:

**I. Purpose**

This policy is to establish general procedures for emergency evacuation for County of Hidalgo, Texas (hereinafter "County") Employees, Offices and Departments.

**II. GENERAL GUIDELINES**

**a. County Employees**

**ALL EMPLOYEES SHALL evacuate the building upon notification by any one of the following:**

- **Activation of Alarm**
- **Emergency Personnel** (Law Enforcement, Fire, Emergency Management, etc.)
- **Elected Officials/Department Heads/Supervisors**

**Responses to Fire:**

Employees should:

- immediately notify "911",
- activate alarm, and
- evacuate the area in accordance with the marked evacuation routes

if:

- Smoke is seen or smelled;
- Fire is spotted, no matter how small; or
- Any emergency condition is observed that could cause a threat to life or property.

County Employees should not attempt to extinguish a fire unless they have received fire extinguisher training through life safety training provided by the County of Hidalgo.

Any attempt to extinguish a fire by employees who have completed fire extinguisher training may be made only after the above stated steps have been taken, and then **ONLY** if (1) the fire is small, and (2) the fire may be extinguished without risk of injury. In the event that the fire cannot be extinguished or begins to burn out of control, attempts to extinguish the fire shall cease immediately, and the building shall be evacuated according to the department emergency evacuation plan. **When in doubt, evacuate immediately!**

COUNTY OF HIDALGO, TEXAS  
EMERGENCY  
EVACUATION PLAN

Procedure:  
Page: 2 of 6  
Date Authorized: XX/XX/2016  
Supersedes:

**All Employees shall:**

- know how to activate the fire alarm or designated emergency evacuation signal for their building;
- review and become familiar with evacuation routes and the Emergency Action Plan;
- have knowledge of the main and alternate evacuation routes and the designated evacuation assembly point outside the building;
- assist visitors and others in the building that may be unfamiliar with evacuation procedures and exit routes; and
- follow the directions of designated evacuation teams, fire department personnel, law enforcement officers and/or security staff.

The Hidalgo County Sheriff's Office shall assume command during evacuation for the Courthouse, Judicial Modular Buildings, and Court Annex buildings.

The Hidalgo Constable Precinct Four Office shall assume command during evacuation for the Courthouse Annex III building.

**b. Elected Officials/Department Heads**

**ALL OFFICES AND DEPARTMENTS SHALL develop, maintain, and submit an Emergency Action Plan ("EAP") that must be approved by Hidalgo County Fire Marshal's Office on an annual basis. This EAP must include the follow:**

- **Assembly Point(s)** - The area(s) as specified within the EAP or as advised by Emergency Personnel for each County building where building occupants gather during an evacuation and await authorization to re-enter the building.
- **Drill** – The Drill is characterized by an activity that tests, develops, or maintains skills in a single emergency response procedure.
- **Evacuation Team (s)** - A team of two trained personnel (and an alternate team) as designated in the EAP that checks who may assist emergency responders in ensuring areas occupied by a department/office are evacuated in the event of an emergency.

Elected Officials/Department Heads shall:

- designate evacuation teams in their EAP;

COUNTY OF HIDALGO, TEXAS  
EMERGENCY  
EVACUATION PLAN

Procedure:  
Page: 3 of 6  
Date Authorized: XX/XX/2016  
Supersedes:

- provide first responders with a list of names of employees and a map of office/workstation location of all employees who require physical assistance in evacuating facilities; with the list being revised annually;
- coordinate County building evacuation training and drills for their employees;
- periodically emphasize fire prevention and emergency evacuation issues to employees and the importance of compliance with the policies and procedures described in this policy to ensure the safety of occupants in County facilities; and
- consult the Hidalgo County Fire Marshal's Office in the development of their EAP, and notify the Fire Marshal's Office if any of their facilities do not have an evacuation plan.

When two or more County Offices or Departments occupy the same County building, those Offices or Departments shall work together to develop an evacuation plan and distribute that plan to staff.

When a Department or Office occupies leased or rented space, the Department Head shall ensure that evacuation plans and the EAP for the space are developed and distributed to staff.

### **III. EVACUATION PROCEDURES**

#### **a. Alarm Activation**

The fire warning system in conjunction with the public address system (where applicable) shall be used for all emergencies requiring evacuation. All occupants shall immediately evacuate County buildings at the sound of an alarm and go to their designated evacuation assembly points.

Designated evacuation teams shall ensure that all employees and visitors in the facility proceed to the most direct exit route.

**ALL** alarms are to be considered an actual emergency and employees should immediately implement their department emergency evacuation plan, unless prior notification is given.

**ALL** County Employees shall notify the Fire Department of any fire, explosion, or other emergency by dialing 911.

Members of the evacuation team will check every room for occupants and lead them to the nearest stairway exit in the event of an emergency evacuation. Upon completing the sweep, the evacuation teams will notify emergency responders of the area they swept.

COUNTY OF HIDALGO, TEXAS  
EMERGENCY  
EVACUATION PLAN

Procedure:  
Page: 4 of 6  
Date Authorized: XX/XX/2016  
Supersedes:

**Employees or other non-emergency personnel shall not re-enter an evacuated building unless specifically authorized by emergency responders.**

**b. Building Evacuation Procedures**

When an alarm sounds, all Employees shall **immediately** evacuate the building and escort visitors in a calm and orderly manner via the most direct exit to the nearest evacuation assembly point outside the building.

When evacuating County buildings in an emergency, **the elevators shall not be used**. Persons on the elevators when the alarm sounds shall proceed directly to the ground floor via the elevator and exit the building.

**c. Emergency Evacuation of Persons with Disabilities**

Elected Official/Department Heads shall maintain an updated list of all employees with disabilities who cannot use stairways unaided. Employees with temporary physical conditions such as limbs in casts and advanced stages of pregnancy should also be noted; evacuation teams may coordinate with emergency responders to have these occupants assisted when evacuating the facility.

**Prior planning and practice of emergency evacuation routes are important in assuring a safe evacuation.**

**IV. RETURN TO WORK**

**Once evacuated from a County building, employees shall wait in a designated evacuation assembly point outside the building until instructed to re-enter, report to another County facility to complete their workday, or are dismissed for the remainder of the workday.**

**The County Judge, in coordination with elected officials and authorized Law Enforcement personnel, may authorize early dismissals in emergency situations.**

COUNTY OF HIDALGO, TEXAS  
EMERGENCY  
EVACUATION PLAN

Procedure:  
Page: 5 of 6  
Date Authorized: XX/XX/2016  
Supersedes:

**V. EMERGENCY DRILLS/TRAINING/PLANS**

**a. Conducting Drills**

All County departments and offices will conduct drills to familiarize Employees with the Emergency Action Plans, routes of exit, and evacuation Assembly Point areas. Drills for all County facilities will be coordinated through the Facilities Management Department and the Hidalgo County Fire Marshal's Office.

**b. Conducting Training**

All County departments and offices will conduct life safety training to familiarize employees with emergency safety procedures. Training will be coordinated by the Safety Division, Fire Marshal's Office and Human Resources Department, during new employee orientation; with all offices and departments on a bi-annual basis; and when such training is deemed necessary by the Hidalgo County Fire Marshal's Office.

**c. Testing Equipment/Systems**

The Facilities Management Department in coordination with the Hidalgo County Fire Marshal's Office shall schedule periodic testing of all emergency evacuation notification equipment and systems with any and all contract vendors.

Unless otherwise directed by the Hidalgo County Fire Marshal's Office, emergency drills shall be conducted in accordance with Chapter 31 of the NFPA #101, Life Safety Code (2015 Edition).

Emergency drills shall be planned in advance by the Hidalgo County Fire Marshal's Office, in coordination with the Facilities Management Department. Affected County Offices or Departments will be notified of scheduled drills.

Large-scale emergency evacuation drills shall be jointly coordinated and scheduled by the Hidalgo County Sheriff's Office, Fire Marshal's Office, Facilities Management Department and other County Offices or Departments.

**d. Evacuation Plan Criteria:**

Evacuation plans for County facilities shall:

HIDALGO COUNTY, TEXAS  
EMERGENCY  
EVACUATION PLAN

Procedure:

Page: 6 of 6

Date Authorized: XX/XX/2016

Supersedes:

- identify the signals to be used for the full or partial evacuation of each facility;
- describe evacuation routes and approved evacuation Assembly Points where employees will wait once outside the building;
- identify the location of evacuation route maps;
- list evacuation teams and alternates who may assist in the evacuation of areas occupied by the offices or departments;
- list the names and work stations of employees who may require physical assistance during an evacuation; and
- be updated when building modifications are made; and submit to the Hidalgo County Fire Marshal's Office for review.

Zimbra

monica.badillo@co.hidalgo.tx.us

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**County Evac Plan**

---

**From :** Eric Sanchez <eric.sanchez@co.hidalgo.tx.us>

Fri, Oct 28, 2016 11:39 AM

**Subject :** County Evac Plan 1 attachment**To :** Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms.Badillo

I apologize I waited till the last minute to submit this to be put on Commissioners Court for next week. The Hidalgo County Emergency Evacuation Plan was approved by Victor Garza with our legal department. This will be my first time submitting something to you for commissioners court. So please contact me if you need anymore more information or there is a specific method for me to submit.

It is the Adoption of the Hidalgo County Emergency Evacuation Plan Policy.

Eric Sanchez IAAI-FIT  
Chief Deputy Fire Marshal  
Hidalgo County Fire Marshals Office  
1903 N. Knights Dr. Pharr, Texas 78577  
PH(956)318-2656  
E-Mail: eric.sanchez@co.hidalgo.tx.us

---

**From:** "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>**To:** "Rolando casas" <Rolando.casas@co.hidalgo.tx.us>, "Eric Sanchez" <eric.sanchez@co.hidalgo.tx.us>, "Erin Thorn" <erin.thorn@da.co.hidalgo.tx.us>**Sent:** Monday, October 17, 2016 4:50:16 PM**Subject:** County Evac Plan

Mr. Casas,

please see attached revised evacuation plan...please let me know if you have any other questions.

respectfully,

**Victor M. Garza**

*Assistant District Attorney*  
Civil Division

**Office of the Criminal District Attorney**

Hidalgo County, Texas  
100 East Cano Street  
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 292-7619 FAX

[victor.garza@da.co.hidalgo.tx.us](mailto:victor.garza@da.co.hidalgo.tx.us)

\*\*\*\*\*

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**CountyofHidalgo.Evacuation Plan2016.docx**

32 KB

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AI-57105

Adult Probation 12. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Maria Castilleja, ADULT PROBATION

**Submitted By:** Maria Castilleja, ADULT PROBATION

**Department:** ADULT PROBATION

---

**Information**

**CAPTION**

DWI CRT (1289):

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of \$2,399.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of \$2,399.00

**BACKGROUND**

DWI grant program income:  
September 2016 \$2,399.00

---

**Fiscal Impact**

**FISCAL YEAR:** 2017

**ACCT. #:** 6-1289-423-00-320-032-7-XXX

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

**BUDGETARY IMPACT:**

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

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**Attachments**

DWI September Alio Revenues

DWI approved budget

DWI September appropriation

COR

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 04:57 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Maria Castilleja		Started On: 10/27/2016 04:28 PM
Final Approval Date: 10/28/2016		

Report Date 10/27/16 04:12 PM

Hidalgo County

Page No 1

Periods 09 - 10

Revenue Detail By Account

FJRED02A

Ending Date 10/27/16

<u>Account No/Description</u>	<u>Budget</u>	<u>Amount</u>	<u>Receivable</u>	<u>Percent</u>
6-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME				
* Beginning Balance	.00	.00	.00	.0
 * Receipts				
DATE RECEIPT NO. BATCH RECEIVED FROM DESCRIPTION				
10/11/16 203333 16006094 ADULT PROBATION COLLECTION FOR PRE-TRIAL DWI FEE		2,399.00		
Total:		2,399.00		
* Ending Balance	.00	2,399.00	-2,399.00	.0

Print This Page

**Agency Name:** Hidalgo County

**Grant/App:** 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

**Project Title:** Hidalgo County DWI Court

**Status:** Active Grant

### Budget Details Information

**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$41,417.00	\$0.00	\$0.00	\$0.00	\$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
		Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the						

Personnel	Probation Officer	program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$63,355.00	\$0.00	\$0.00	\$565.00	\$63,920.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$38,455.00	\$0.00	\$0.00	\$1,834.00	\$40,289.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @\$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0

		while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.						
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$12,300.00	\$0.00	\$0.00	\$0.00	\$12,300.00	15

You are logged in as **User Name:** apatrick

DATE: October 21, 2016  
 DEPARTMENT HEAD: Arnold K. Patrick, Executive Director  
 DEPARTMENT NAME: Adult Probation  
 PROGRAM: HIDALGO COUNTY DWI COURT  
 ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)				ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-	032-7-	113		DWI Court-	Full-Time Employees	2,004.00
6-1289-423-00-320-	032-7-	117		DWI Court-	Supplemental Pay	0.00
6-1289-423-00-320-	032-7-	211		DWI Court-	Health Insurance	0.00
6-1289-423-00-320-	032-7-	212		DWI Court-	Life Insurance	0.00
6-1289-423-00-320-	032-7-	220		DWI Court-	FICA	153.00
6-1289-423-00-320-	032-7-	230		DWI Court-	Retirement	230.00
6-1289-423-00-320-	032-7-	250		DWI Court-	Unemployment Compensation	12.00
<b>TOTAL APPROPRIATION</b>						<b>2,399.00</b>
6-1289-342-30-320-	032-7-	000		DWI Court-Revenues		2,399.00
<b>TOTAL REVENUES</b>						<b>2,399.00</b>

**REASON:**

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 9/1/2016-9/30/2016. The total GPI is equal to \$2,399.00.

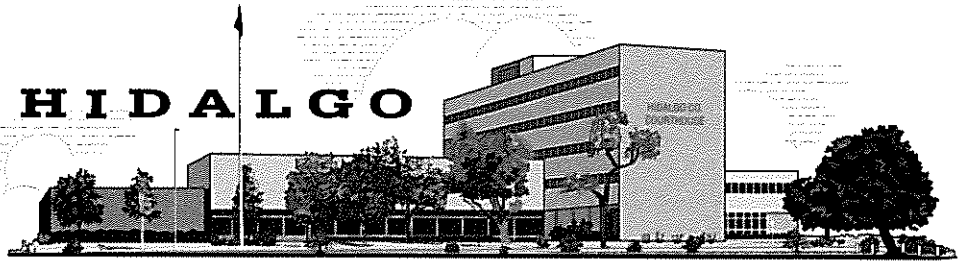
\_\_\_\_\_  
 Arnold K. Patrick, Director  
 Hidalgo County CSCD

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Ray Eufrazio, CPA

\_\_\_\_\_  
 Date

# 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](http://www.co.hidalgo.tx.us/auditor)

October 28, 2016

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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

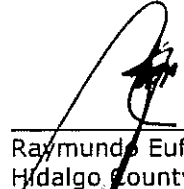
The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of \$2,399.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2017. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

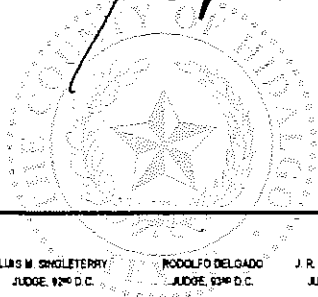
\$2,399.00

September 2016 DWI Program Income

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

10/31/16  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

- |   |   |  |   |   |   |  |   |  |   |   |
|---|---|--|---|---|---|--|---|--|---|---|
| LUIS M. SINGLETERRY<br>JUDGE, 12 <sup>TH</sup> D.C. | RODOLFO DELGADO<br>JUDGE, 13 <sup>TH</sup> D.C. | J. R. "BOBBY" FLORES<br>JUDGE, 13 <sup>TH</sup> D.C. | ROSE GUERRA REYNA<br>JUDGE, 20 <sup>TH</sup> D.C. | JUAN R. PARTIDA<br>JUDGE, 27 <sup>TH</sup> D.C. | MARIO E. RAMIREZ, JR.<br>JUDGE, 32 <sup>ND</sup> D.C. | NOÉ GONZALEZ<br>JUDGE, 37 <sup>TH</sup> D.C.<br>OVERSEER | LETICIA LOPEZ<br>JUDGE, 38 <sup>TH</sup> D.C. | ADA SALINAS FLORES<br>JUDGE, 39 <sup>TH</sup> D.C. | ISRAEL RAMON, JR.<br>JUDGE, 40 <sup>TH</sup> D.C. | JESSE CONTRERAS<br>JUDGE, 44 <sup>TH</sup> D.C. |
|---|---|--|---|---|---|--|---|--|---|---|

**Rossana Schettino**

---

**From:** Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]  
**Sent:** Thursday, October 27, 2016 4:37 PM  
**To:** Rossana Schettino  
**Subject:** September 2016 GPI

Can you please certify the revenues for September 2016? See agenda item 57105

*Rosario Ramirez-Castilleja  
Hidalgo County CSCD  
Budget/Fiscal Director  
P.O. Box 970  
Edinburg, TX 78540  
956.587.6009  
Fax 956.318.2488*

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AI-57105

Adult Probation 22.0.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

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Information

CAPTION

September 2016

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of \$2399.00
2. Approval of appropriation of the DWI program income (GPI) in the amount of \$2399.00

BACKGROUND

DWI grant program income:  
September 2016 \$2399.00

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Fiscal Impact

Attachments

DWI September Alio Revenues

DWI approved budget

DWI September appropriation

---

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/27/2016 04:57 PM
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/27/2016 04:28 PM

DATE: October 21, 2016  
 DEPARTMENT HEAD: Arnold K. Patrick, Executive Director  
 DEPARTMENT NAME: Adult Probation  
 PROGRAM: HIDALGO COUNTY DWI COURT  
 ACCOUNT NUMBER: 6-1289-423-00-320-032-7-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1289-423-00-320-032-7-113	DWI Court- Full-Time Employees	2,004.00
6-1289-423-00-320-032-7-117	DWI Court- Supplemental Pay	0.00
6-1289-423-00-320-032-7-211	DWI Court- Health Insurance	0.00
6-1289-423-00-320-032-7-212	DWI Court- Life Insurance	0.00
6-1289-423-00-320-032-7-220	DWI Court- FICA	153.00
6-1289-423-00-320-032-7-230	DWI Court- Retirement	230.00
6-1289-423-00-320-032-7-250	DWI Court- Unemployment Compensation	12.00
<b>TOTAL APPROPRIATION</b>		<b>2,399.00</b>
6-1289-342-30-320-032-7-000	DWI Court-Revenues	2,399.00
<b>TOTAL REVENUES</b>		<b>2,399.00</b>

**REASON:**

To allocate the GPI for the FY2017 DWI Grant Budget #2413907 from 9/1/2016-9/30/2016. The total GPI is equal to \$2,399.00.

\_\_\_\_\_  
 Arnold K. Patrick, Director  
 Hidalgo County CSCD

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Ray Eufrazio, CPA

\_\_\_\_\_  
 Date

Report Date 10/27/16 04:12 PM  
 Periods 09 - 10  
 Ending Date 10/27/16

Hidalgo County

Page No 1

FJRED02A

Revenue Detail By Account

Account No/Description	Budget	Amount	Receivable	Percent
6-1289-342-30-320-032-7-000 DWI CRT PROGRAM INCOME				
* Receipts				
DATE RECEIPT NO. BATCH RECEIVED FROM DESCRIPTION				
10/11/16 203333 16006094 ADULT PROBATION COLLECTION FOR PRE-TRIAL DWI FEE	.00	2,399.00	.00	.0
Total:		2,399.00		
* Ending Balance	.00	2,399.00	-2,399.00	.0

**Print This Page**

**Agency Name:** Hidalgo County

**Grant/App:** 2413907 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

**Project Title:** Hidalgo County DWI Court

**Status:** Active Grant

**Budget Details Information**

**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$41,417.00	\$0.00	\$0.00	\$0.00	\$41,417.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending In-State trainings and conferences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for DWI Court staff members attending national trainings and conferences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
		Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the						

Personnel	Probation Officer	program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$63,355.00	\$0.00	\$0.00	\$565.00	\$63,920.00	100
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$38,455.00	\$0.00	\$0.00	\$1,834.00	\$40,289.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @\$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0

		while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.						
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases. Personnel line item includes fringe benefits. Department Fringe benefit rate is 38% and covers the following items: FICA 7.65% Retirement 11.25% Unemployment .60% Health Insurance 18%	\$12,300.00	\$0.00	\$0.00	\$0.00	\$12,300.00	15

You are logged in as **User Name:** apatrick

AI-57092

Adult Probation 12. B.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Maria Castilleja, ADULT PROBATION

**Submitted By:** Maria Castilleja, ADULT PROBATION

**Department:** ADULT PROBATION

---

**Information**

**CAPTION**

DWI CRT (1289):

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of \$1,991.00.

2. Approval of appropriation of the DWI program income (GPI) in the amount of \$1,991.00

**BACKGROUND**

DWI grant program income:

August 2016 \$1,991.00

---

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1289-423-00-320-032-6-XXX

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

**BUDGETARY IMPACT:**

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

---

**Attachments**

DWI Aug Alio Rev

DWI approved budget

DWI Aug appropriation

COR

---

**Form Review**

**Inbox**

Budget & Management

Final Approval

Budget & Management

Final Approval

Form Started By: Maria Castilleja

**Reviewed By**

Veronica Ortiz

Veronica Ortiz

Veronica Ortiz

Monica Badillo

**Date**

10/27/2016 04:54 PM

10/27/2016 04:54 PM

10/27/2016 04:55 PM

10/28/2016 02:37 PM

Started On: 10/27/2016 02:27 PM

Final Approval Date: 10/28/2016

**Hidalgo County**

For 09/01/16 - 09/30/16

Revenue Detail Report By Account

FJRED01C

Periods 09 - 09

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Budget	Amount	Receivable
6-1289-334-10-320-032-6-000 DWI CRT REVENUES			
<b>* Beginning Balance</b>	<b>123,197.95</b>	<b>91,377.12</b>	<b>31,820.83</b>
<b>* Ending Balance</b>	<b>123,197.95</b>	<b>91,377.12</b>	<b>31,820.83</b>
6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME			
<b>* Beginning Balance</b>	<b>28,080.00</b>	<b>25,906.00</b>	<b>2,174.00</b>
* Receipts			
DATE RECEIPT NO. BATCH RECEIVED FROM DESCRIPTION			
09/16/16 202483 16005739 ADULT PROBATION 09/13/16 08/2016		1,991.00	
<b>Total</b>		<b>1,991.00</b>	
<b>* Ending Balance</b>	<b>28,080.00</b>	<b>27,897.00</b>	<b>183.00</b>
1289 DESIGNATED PURPOSE GRANTS LVL 9	151,277.95	119,274.12	32,003.83
6 YEAR 2016	151,277.95	119,274.12	32,003.83

Print This Page

**Agency Name:** Hidalgo County

**Grant/App:** 2413906 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

**Project Title:** Hidalgo County DWI Court

**Status:** Active Grant

### Budget Details Information

**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.	\$41,500.00	\$0.00	\$0.00	\$2,692.00	\$44,192.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members attaining in state trainings and conferences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	\$0.00	\$0.00	\$0.00	\$4,885.00	\$4,885.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members in the program attending national trainings and confences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress.	\$61,500.00	\$0.00	\$0.00	\$1,865.00	\$63,365.00	100

Personnel	Probation Officer	Probation Officer (2) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.	\$39,152.00	\$0.00	\$0.00	\$30,674.00	\$69,826.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @\$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.	\$5,000.00	\$0.00	\$0.00	\$4,270.00	\$9,270.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1 Fatal vision Simulation goggles startup kit @ \$875.00 to be utilized by counselors to demonstrate the dangers of driving under the influence of mind altering substances.	\$1,501.00	\$0.00	\$0.00	\$89.00	\$1,590.00	0
	Project Supplies	1 Professional Alcohol Breath Tester devices @ \$600.00						

Supplies and Direct Operating Expenses	(e.g., binocular, battery, flexicuff, drug testing kit)	each to be utilized by Probation Officers to test defendants for alcohol during office visits, feild visits, and random alcohol testing as requested by the Courts.	\$574.00	\$0.00	\$0.00	\$200.00	\$774.00	0
Personnel	Prosecutor	Prosecutor representative form District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases.	\$12,300.00	\$0.00	\$0.00	\$0.00	\$12,300.00	15

You are logged in as **User Name:** apatrck

DATE: October 21, 2016  
 DEPARTMENT HEAD: Arnold K. Patrick, Executive Director  
 DEPARTMENT NAME: Adult Probation  
 PROGRAM: HIDALGO COUNTY DWI COURT  
 ACCOUNT NUMBER: 6-1289-423-00-320-032-6-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)				ACCOUNT (OBJECT) NAME		AMOUNT
6-1289-423-00-320-032-6-113				DWI Court-	Full-Time Employees	1,666.00
6-1289-423-00-320-032-6-220				DWI Court-	FICA	128.00
6-1289-423-00-320-032-6-230				DWI Court-	Retirement	187.00
6-1289-423-00-320-032-6-250				DWI Court-	Unemployment Compensation	10.00
6-1289-423-00-320-032-6-610				DWI Court-	General Supplies	0.00
6-1289-423-00-320-032-6-660				DWI Court-	Furnishings & Equipment-Controlled	0.00
6-1289-423-00-320-032-6-751				DWI Court-	Machinery & Equipment	0.00
<b>TOTAL APPROPRIATION</b>						<b>1,991.00</b>
6-1289-342-30-320-032-6-000				DWI Court-Revenues		1,991.00
<b>TOTAL REVENUES</b>						<b>1,991.00</b>

**REASON:**

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 8/1/2016-8/31/2016.  
 The total GPI is equal to \$1,991.00

\_\_\_\_\_  
 Arnold K. Patrick, Director  
 Hidalgo County CSCD

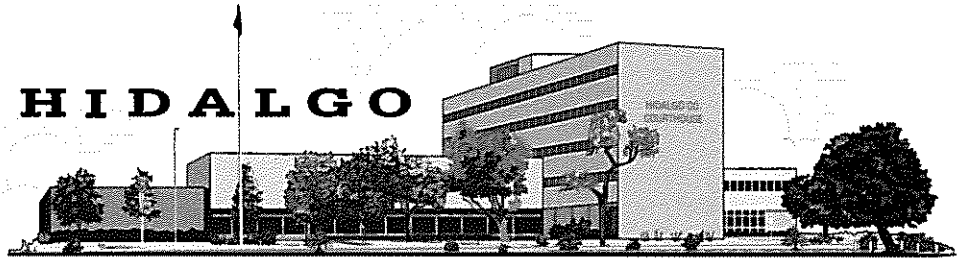
\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Ray Eufrazio, CPA

\_\_\_\_\_  
 Date

# 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](http://www.co.hidalgo.tx.us/auditor)



EDINBURG, TEXAS 78539

October 28, 2016

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

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

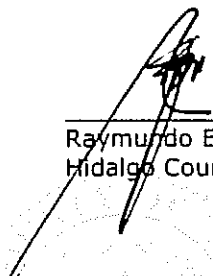
The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of \$1,991.00 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2016. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

\$1,991.00

August 2016 DWI Program Income

CERTIFIED BY:

  
Raymundo Eufracio, CPA  
Hidalgo County Auditor

10/31/16  
Date

**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SMOLETERRY  
JUDGE, 12<sup>TH</sup> D.C.

RODOLFO DELGADO  
JUDGE, 13<sup>TH</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 13<sup>TH</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 206<sup>TH</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 273<sup>TH</sup> D.C.

MARIO E. RAMIREZ, JR.  
JUDGE, 332<sup>ND</sup> D.C.

NOE GONZALEZ  
JUDGE, 370<sup>TH</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 389<sup>TH</sup> D.C.

ADA SALINAS FLORES  
JUDGE, 394<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 430<sup>TH</sup> D.C.

JESSE CONTRERAS  
JUDGE, 448<sup>TH</sup> D.C.

**Rossana Schettino**

---

**From:** Rosario Ramirez-Castilleja [rosario.castilleja@hidalgocountycscd.org]  
**Sent:** Thursday, October 27, 2016 4:13 PM  
**To:** Rossana Schettino  
**Subject:** DWI

Please certify the revenues for the DWI for FY16 August 2016. See agenda item #57092

*Rosario Ramirez-Castilleja  
Hidalgo County CSCD  
Budget/Fiscal Director  
P.O. Box 970  
Edinburg, TX 78540  
956.587.6009  
Fax 956.318.2488*

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AI-57092

Adult Probation 22. 0.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Maria Castilleja, ADULT PROBATION

Submitted By: Maria Castilleja, ADULT PROBATION

Department: ADULT PROBATION

---

Information

CAPTION

DWI CRT (1289):

1. Approval of certification of revenues as certified by the County Auditor for the DWI Grant program income in the amount of \$1,991.00 for August 2016.
2. Approval of appropriation of the DWI program income (GPI) in the amount of \$1,991.00

BACKGROUND

DWI grant program income:  
August 2016 \$1991.00

---

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1289-423-00-320-032-6-XXX

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

BUDGETARY IMPACT:

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

---

Attachments

DWI Aug Alio Rev

DWI approved budget

DWI Aug appropriation

---

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/27/2016 04:54 PM
Final Approval		
Budget & Management	Veronica Ortiz	10/27/2016 04:55 PM
Final Approval		
Form Started By: Maria Castilleja		Started On: 10/27/2016 02:27 PM

DATE: October 21, 2016  
 DEPARTMENT HEAD: Arnold K. Patrick, Executive Director  
 DEPARTMENT NAME: Adult Probation  
 PROGRAM: HIDALGO COUNTY DWI COURT  
 ACCOUNT NUMBER: 6-1289-423-00-320-032-6-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1289-423-00-320-032-6-113	DWI Court- Full-Time Employees	1,666.00
6-1289-423-00-320-032-6-220	DWI Court- FICA	128.00
6-1289-423-00-320-032-6-230	DWI Court- Retirement	187.00
6-1289-423-00-320-032-6-250	DWI Court- Unemployment Compensation	10.00
6-1289-423-00-320-032-6-610	DWI Court- General Supplies	0.00
6-1289-423-00-320-032-6-660	DWI Court- Furnishings & Equipment-Controlled	0.00
6-1289-423-00-320-032-6-751	DWI Court- Machinery & Equipment	0.00
<b>TOTAL APPROPRIATION</b>		<b>1,991.00</b>
6-1289-342-30-320-032-6-000	DWI Court-Revenues	1,991.00
<b>TOTAL REVENUES</b>		<b>1,991.00</b>

**REASON:**

To allocate the GPI for the FY2016 DWI Grant Budget #2413906 from 8/1/2016-8/31/2016.  
 The total GPI is equal to \$1,991.00

\_\_\_\_\_  
 Arnold K. Patrick, Director  
 Hidalgo County CSCD

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Ray Eufrazio, CPA

\_\_\_\_\_  
 Date

Hidalgo County

For 09/01/16 - 09/30/16

Revenue Detail Report By Account

FJRED01C

Periods 09 - 09

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Budget	Amount	Receivable
6-1289-334-10-320-032-6-000 DWI CRT REVENUES			
* Beginning Balance	123,197.95	91,377.12	31,820.83
* Ending Balance	123,197.95	91,377.12	31,820.83
6-1289-342-30-320-032-6-000 DWI CRT PROGRAM INCOME			
* Beginning Balance	28,080.00	25,906.00	2,174.00
* Receipts			
DATE RECEIPT NO. BATCH RECEIVED FROM DESCRIPTION			
09/16/16 202483 16005739 ADULT PROBATION 09/13/16 08/2016		1,991.00	
Total		1,991.00	
* Ending Balance	28,080.00	27,897.00	183.00
1289 DESIGNATED PURPOSE GRANTS LVL 9	151,277.95	119,274.12	32,003.83
6 YEAR 2016	151,277.95	119,274.12	32,003.83

**Print This Page**

**Agency Name:** Hidalgo County  
**Grant/App:** 2413906 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

**Project Title:** Hidalgo County DWI Court  
**Status:** Active Grant

**Budget Details Information**  
**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse Counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions and attends court staffing.	\$41,500.00	\$0.00	\$0.00	\$2,692.00	\$44,192.00	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members attaining in state trainings and conferences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies to include, but not limited to copy paper, staples, paper clips, pens, copy toners, case folders, other.	\$0.00	\$0.00	\$0.00	\$4,885.00	\$4,885.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	This item will pay for travel, training, and registration fees for staff members in the program attending national trainings and confences.	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress.	\$61,500.00	\$0.00	\$0.00	\$1,865.00	\$63,365.00	100

Personnel	Probation Officer	Probation Officer (2) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts field visits as needed and administers drug tests; also attends staffing and court hearings and keeps judge informed of offenders' progress. This is half of the salary, as the other half will be paid with the GPI.	\$39,152.00	\$0.00	\$0.00	\$30,674.00	\$69,826.00	100
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1,000 Alcohol Testing EtG kits @\$5.00 each. Ethyl Glucuronide (EtG) is a direct metabolite of ethanol, which is formed by enzymatic conjugation of ethanol with glucuronic acid. Alcohol in urine is normally detected for only a few hours, whereas EtG can be detected up to several days even after complete elimination of alcohol from the body. EtG tests are useful in determining recent alcohol use and in monitoring abstinence while in the program. Probation officers will utilize EtG tests to monitor offender abstinence from alcohol while in the program as directed by the Court.	\$5,000.00	\$0.00	\$0.00	\$4,270.00	\$9,270.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	1 Fatal vision Simulation goggles startup kit @ \$875.00 to be utilized by counselors to demonstrate the dangers of driving under the influence of mind altering substances.	\$1,501.00	\$0.00	\$0.00	\$89.00	\$1,590.00	0
	Project Supplies	1 Professional Alcohol Breath Tester devices @ \$600.00						

Supplies and Direct Operating Expenses	(e.g., binocular, battery, flexicuff, drug testing kit)	each to be utilized by Probation Officers to test defendants for alcohol during office visits, field visits, and random alcohol testing as requested by the Courts.	\$574.00	\$0.00	\$0.00	\$200.00	\$774.00	0
Personnel	Prosecutor	Prosecutor representative from District Attorney Office; Prosecutor reviews the cases for placement into the program; prosecutor participates in the staffing of cases.	\$12,300.00	\$0.00	\$0.00	\$0.00	\$12,300.00	15

You are logged in as **User Name:** apatrick

AI-57144

IT Department 13. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Renan Ramirez, IT DEPARTMENT

**Submitted By:** Griselda Salazar, IT DEPARTMENT

**Department:** IT DEPARTMENT

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**Information**

**CAPTION**

District Attorney:

Approval to enter into a Verizon Wireless Customer Agreement DIR Contract No. DIR-TSO-3415, with authorization for Criminal District Attorney, Ricardo Rodriguez, Jr. to sign Appendix D.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

Appendix D

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 02:02 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Griselda Salazar		Started On: 10/28/2016 01:53 PM
Final Approval Date: 10/28/2016		

**Appendix D**  
**DIR Contract No. DIR-TSO-3415**  
**Verizon Wireless Customer Agreement**

This agreement is dated \_\_\_\_\_ between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Hidalgo County District Attorney("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at <http://www.dir.texas.gov> or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: \_\_\_\_\_ Existing Vendor Customer Account Number(s): **0223095992-1,2,3**

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.): **email**

Verizon Wireless Sales Representative Name: Carlos Zavala and Wireless Phone Number: \_\_\_\_\_ and GID: N/A

Verizon Wireless Profile ID(s): 2703147

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this day of \_\_\_\_\_, 20\_\_\_\_

<b>Customer Name:</b> Hidalgo County District Attorney
<b>Authorized Signature:</b>
<b>Printed Name:</b>
<b>Title:</b>
<b>Date:</b>

AI-57077

Community Service Agency 14. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Jaime Longoria, COMMUNITY SERVICE AGENCY

**Submitted By:** Jaime Longoria, COMMUNITY SERVICE AGENCY

**Department:** COMMUNITY SERVICE AGENCY

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**Information**

**CAPTION**

Discussion, consideration and authorization to request an extension of ninety days to the Texas Department of Housing and Community Affairs CSBG Contract # 61160002386 with authorization for the County Judge or his designee to submit such request.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

ext

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/26/2016 04:45 PM
Glinda Pacheco	Glinda Pacheco	10/27/2016 08:59 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Jaime Longoria		Started On: 10/26/2016 04:22 PM
Final Approval Date: 10/28/2016		

November 1, 2016

Gloria Mitchell, Contract Specialist  
Community Affairs Division  
P.O. Box 13941  
Austin, Texas 78711-3941

Dear Ms. Mitchell:

The Hidalgo County Community Service Agency continues to address the issues that have caused the agency to not fully expend CSBG funding within the 12-month calendar year for which it was designated. However, the agency continues to work towards full expenditure during the January to December period for which it was intended. Just this year alone, the agency has reached real milestones that signal a shift in movement towards that end.

Administrators, board members and staff are proud of the work accomplished thus far and look forward to continuing the progress into the next year. We expect to fully expend what is left of this year's allocation during the first quarter of 2017.

**Therefore, by virtue of this letter, I am hereby requesting an extension to the PY 2016 CSBG Contract #61160002386 so that the agency may fully expend PY 2016 funds under its CSBG Contract.**

Together with your agency's assistance, I am confident that the Hidalgo County Community Service Agency can become among the best performing agencies in the state. I look forward to your response.

Sincerely,

Jaime R. Longoria

AI-57066

Community Service Agency 14. B.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted By: Jaime Longoria,  
COMMUNITY  
SERVICE  
AGENCY

Department: COMMUNITY SERVICE AGENCY

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**Information**

**CAPTION**

Discussion, consideration and possible action to approve Amendment #1 to the Texas Veteran's Commission Grant Award number FVA-16-B-0333 as recommended by the Community Service Agency Community Advisory Board with authorization for the County Judge to sign all appropriate documentation.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

amend 1  
revised app

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/26/2016 03:11 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Jaime Longoria		Started On: 10/26/2016 02:33 PM
Final Approval Date: 10/28/2016		



TVC Award Number: FVA\_16B\_0333

Fiscal Year: 2016

**Amendment #1**

## FVA General Assistance Notice of Grant Award

to

### County of Hidalgo, Texas

Grantee's Name and Address: <b>County of Hidalgo, Texas</b> Mailing Address: <b>PO Box 204</b> <b>Edinburg, TX 75840</b>	Grant Title: <b>General Assistance – 16B</b> Date Grant Awarded: <b>July 1, 2016</b>
Physical Address: <b>2524 N. Closner</b> <b>Edinburg, TX 75840</b>	Term of Grant: <b>July 1, 2016 to June 30, 2017</b>
Amount of Award: <b>\$300,000</b>	Awarding Agency: <b>Texas Veterans Commission</b>
Payment Method: <b>Reimbursement</b>	
Authority: <b>Government Code Section 434.017</b>	
<p>The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.</p> <p>Appendix I – the Application is amended as follows. The section(s) noted below have been amended. The revised sections are attached and supersede the respective sections in their entirety effective September 1, 2016.</p> <p style="padding-left: 20px;">- Part 1: Proposed Project Information</p>	
<b>Approving TVC Official:</b>  <hr style="width: 50%; margin-left: 0;"/> <b>Thomas P. Palladino</b> <b>Executive Director</b>	
Date _____	
<b>Authorized Grantee Official:</b>  <hr style="width: 50%; margin-left: 0;"/> <b>Ramon Garcia</b> <b>County Judge</b>	
Date _____	



## APPENIX I - THE APPLICATION

Organization Name: Hidalgo Co. Community Service Agency

Amount Requested: \$300,000

Series 16B – General Assistance

Grant Funding Period: July 1, 2016 – June 30, 2017

### Applicant Information (Complete all lines) Revised

*Legal Name of Organization:	Hidalgo County Community Service Agency
*Mailing Address:	P.O. Box 204
*City/State/County/Zip:	Edinburg, Texas / Hidalgo County / 78540
Physical Address (if different):	2524 N. Closner
City/State/County/Zip :	Edinburg, Texas / Hidalgo County / 78540
*Texas Address (if organization headquarters are located out of state):	N/A
*City/State/County/Zip:	
*Website Address:	
*Organization Phone Number:	956-383-6240
*EIN number:	74-6000717
*DUNS number:	103110834

*Applicant Contact (Project Coordinator – Principal Participant):	Jaime R. Longoria
*Contact Title:	Executive Director
*Phone Number:	956-383-6240
*E-Mail Address:	<a href="mailto:Jaime.longoria@co.hidalgo.tx.us">Jaime.longoria@co.hidalgo.tx.us</a>

*Applicant Contact (Financial Coordinator – Principal Participant):	Guillermo Palacios
*Contact Title:	Manager for Administrative Operations
*Phone Number:	956-383-6240
*E-Mail Address:	<a href="mailto:guillermo.palacios@co.hidalgo.tx.us">guillermo.palacios@co.hidalgo.tx.us</a>

### \* Required Information



## APPENIX I - THE APPLICATION

Organization Name: Hidalgo Co. Community Service Agency

Amount Requested: \$300,000

**Series 16B – General Assistance**

Grant Funding Period: July 1, 2016 – June 30, 2017

### True and Correct Statement:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND COMPLETED PER THE DIRECTIONS OUTLINED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS.

THE APPLICANT ORGANIZATION REPRESENTATIVE HAS READ AND UNDERSTANDS ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS, AND WILL COMPLY WITH ALL REQUIREMENTS AND PROVISIONS NOTED IN THE ACCOMPANYING REQUEST FOR APPLICATIONS AND NOTICE OF GRANT AWARD EFFECTIVE UPON SUBMISSION OF THIS APPLICATION AND THROUGHOUT THE LIFETIME OF THE GRANT IF AN AWARD IS MADE.

THE SUBMISSION OF THIS DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT.

*Authorized Signature: (must be original)	Ramon Garcia
*Name and Title:	Ramon Garcia, Hidalgo County Judge
*Phone Number:	956-318-2600
*Email:	<a href="mailto:Ramon.garcia@co.hidalgo.tx.us">Ramon.garcia@co.hidalgo.tx.us</a>
*Date:	October 27, 2015

### \* Required Information

All information must be in sufficient detail to ensure the application can be weighed with other application. Do not leave any item blank. Refer to Section V. Grant Application of the accompanying Series 16B RFA document for further instructions.

The grant funding period is based on a 12-month calendar from July 1, 2016 to June 30, 2017. The required expenditure and program performance benchmarks (below) should be used as guidelines when completing the Application.

Date	Grant Period Elapsed	Amount Expended	Performance Met
October 1	25%	15%	15%
January 1	50%	40%	40%
April 1	75%	70%	70%

## **Part I – Proposed Project Information**

### **Proposed Project Name**

1. Provide a name for the Proposed Project.  
Operation Bravo Zulu-(Operation Well Done)

### **Amount Requested**

Check the **one** box for the amount being requested. Applicants must refer to **RFA Section IV. Program Guidelines, H. Funding Amounts and Financial Documentation** to ensure they are able to support request amount with correct financial documentation and other requirements.

- |                          |                  |                                     |  |
|--------------------------|------------------|-------------------------------------|--|
| <input type="checkbox"/> | <b>\$5,000</b>   | <input type="checkbox"/>            | <b>\$125,000</b>   |
| <input type="checkbox"/> | <b>\$15,000</b>  | <input type="checkbox"/>            | <b>\$150,000</b>   |
| <input type="checkbox"/> | <b>\$20,000</b>  | <input type="checkbox"/>            | <b>\$200,000</b>   |
| <input type="checkbox"/> | <b>\$50,000</b>  | <input checked="" type="checkbox"/> | <b>\$300,000</b>   |
| <input type="checkbox"/> | <b>\$75,000</b>  |                                     |  |
| <input type="checkbox"/> | <b>\$100,000</b> | <input type="checkbox"/>            | <b>\$500,000 – <u>This amount may only be requested for Statewide Projects</u></b> |

### **Grant Project Service Category**

Check the **one** box that best describes the nature of the Proposed Project. See Page 11 of the General Assistance – Series 16B RFA for more information about what may be included in the Service Categories listed below. **This Application is not for Veterans Mental Health programs, Housing 4 Texas Heroes programs, or Veteran Treatment Courts.**

#### Proposed Project Service Category

- Financial Assistance
- Transportation
- Employment
- Family Services
- Legal
- Referral
- Supportive Services

Is this proposed project a new project, an expansion of current services, or continuation of an existing FVA-funded project?

- New
- Expansion
- Continuation

## Geographic Service Area(s)

The counties that will be served by this grant are called the Geographic Service Area(s). All Texas counties are grouped into one of eight regions. Check **all** counties, regardless of region, that the Proposed Project will serve. If the Proposed Project provides services to Veterans living in all counties statewide, only check the statewide box.

Rural Counties, per the Office of Rural Health Policy, are designated below in bold. Rural counties with an asterisk are designated as being part of a Metropolitan Area but are considered Rural based on their census tracks as determined by the Office of Rural Health Policy.

Statewide

### Region 1 – Panhandle

- |   |  |  |   |  |
|---|--|--|---|--|
| <input type="checkbox"/> <b>Armstrong *</b>   | <input type="checkbox"/> <b>Bailey</b>   | <input type="checkbox"/> <b>Briscoe</b>      | <input type="checkbox"/> <b>Brown</b>     | <input type="checkbox"/> Callahan          |
| <input type="checkbox"/> <b>Carson *</b>      | <input type="checkbox"/> <b>Castro</b>   | <input type="checkbox"/> <b>Childress</b>    | <input type="checkbox"/> <b>Cochran</b>   | <input type="checkbox"/> <b>Coleman</b>    |
| <input type="checkbox"/> <b>Collingsworth</b> | <input type="checkbox"/> <b>Comanche</b> | <input type="checkbox"/> Crosby              | <input type="checkbox"/> <b>Dallam</b>    | <input type="checkbox"/> <b>Deaf Smith</b> |
| <input type="checkbox"/> <b>Dickens</b>       | <input type="checkbox"/> <b>Donley</b>   | <input type="checkbox"/> <b>Eastland</b>     | <input type="checkbox"/> <b>Fisher</b>    | <input type="checkbox"/> <b>Floyd</b>      |
| <input type="checkbox"/> <b>Garza</b>         | <input type="checkbox"/> <b>Gray</b>     | <input type="checkbox"/> <b>Hale</b>         | <input type="checkbox"/> <b>Hall</b>      | <input type="checkbox"/> <b>Hansford</b>   |
| <input type="checkbox"/> <b>Hartley</b>       | <input type="checkbox"/> <b>Haskell</b>  | <input type="checkbox"/> <b>Hemphill</b>     | <input type="checkbox"/> <b>Hockley</b>   | <input type="checkbox"/> <b>Hutchinson</b> |
| <input type="checkbox"/> Jones                | <input type="checkbox"/> <b>Kent</b>     | <input type="checkbox"/> <b>King</b>         | <input type="checkbox"/> <b>Knox</b>      | <input type="checkbox"/> <b>Lamb</b>       |
| <input type="checkbox"/> <b>Lipscomb</b>      | <input type="checkbox"/> Lubbock         | <input type="checkbox"/> Lynn                | <input type="checkbox"/> <b>Mitchell</b>  | <input type="checkbox"/> <b>Moore</b>      |
| <input type="checkbox"/> <b>Motley</b>        | <input type="checkbox"/> <b>Nolan</b>    | <input type="checkbox"/> <b>Ochiltree</b>    | <input type="checkbox"/> <b>Oldham *</b>  | <input type="checkbox"/> <b>Parmer</b>     |
| <input type="checkbox"/> Potter               | <input type="checkbox"/> Randall         | <input type="checkbox"/> <b>Roberts</b>      | <input type="checkbox"/> <b>Runnels</b>   | <input type="checkbox"/> <b>Scurry</b>     |
| <input type="checkbox"/> <b>Shackelford</b>   | <input type="checkbox"/> <b>Sherman</b>  | <input type="checkbox"/> <b>Stephens</b>     | <input type="checkbox"/> <b>Stonewall</b> | <input type="checkbox"/> <b>Swisher</b>    |
| <input type="checkbox"/> Taylor               | <input type="checkbox"/> <b>Terry</b>    | <input type="checkbox"/> <b>Throckmorton</b> | <input type="checkbox"/> <b>Wheeler</b>   | <input type="checkbox"/> <b>Yoakum</b>     |

### Region 2 – West Texas

- |   |  |  |  |   |
|---|--|--|--|---|
| <input type="checkbox"/> <b>Andrews</b> | <input type="checkbox"/> <b>Borden</b>     | <input type="checkbox"/> <b>Brewster</b>   | <input type="checkbox"/> <b>Crane</b>  | <input type="checkbox"/> <b>Culberson</b> |
| <input type="checkbox"/> <b>Dawson</b>  | <input type="checkbox"/> Ector             | <input type="checkbox"/> El Paso           | <input type="checkbox"/> <b>Gaines</b> | <input type="checkbox"/> <b>Glasscock</b> |
| <input type="checkbox"/> <b>Howard</b>  | <input type="checkbox"/> <b>Hudspeth *</b> | <input type="checkbox"/> <b>Jeff Davis</b> | <input type="checkbox"/> <b>Loving</b> | <input type="checkbox"/> Martin           |
| <input type="checkbox"/> Midland        | <input type="checkbox"/> <b>Pecos</b>      | <input type="checkbox"/> <b>Presidio</b>   | <input type="checkbox"/> <b>Reeves</b> | <input type="checkbox"/> <b>Terrell</b>   |
| <input type="checkbox"/> <b>Upton</b>   | <input type="checkbox"/> <b>Ward</b>       | <input type="checkbox"/> <b>Winkler</b>    |  |   |

### Region 3 - Alamo

- |   |  |  |  |  |
|---|--|--|--|--|
| <input type="checkbox"/> Atascosa         | <input type="checkbox"/> Bandera         | <input type="checkbox"/> Bexar             | <input type="checkbox"/> <b>Coke</b>     | <input type="checkbox"/> Comal           |
| <input type="checkbox"/> <b>Concho</b>    | <input type="checkbox"/> <b>Crockett</b> | <input type="checkbox"/> <b>Dimmit</b>     | <input type="checkbox"/> <b>Edwards</b>  | <input type="checkbox"/> <b>Frio</b>     |
| <input type="checkbox"/> <b>Gillespie</b> | <input type="checkbox"/> Guadalupe       | <input type="checkbox"/> <b>Gonzales</b>   | <input type="checkbox"/> <b>Irion *</b>  | <input type="checkbox"/> <b>Karnes</b>   |
| <input type="checkbox"/> Kendall          | <input type="checkbox"/> <b>Kerr</b>     | <input type="checkbox"/> <b>Kimble</b>     | <input type="checkbox"/> <b>Kinney</b>   | <input type="checkbox"/> <b>La Salle</b> |
| <input type="checkbox"/> <b>Mason</b>     | <input type="checkbox"/> <b>Maverick</b> | <input type="checkbox"/> <b>McCulloch</b>  | <input type="checkbox"/> Medina          | <input type="checkbox"/> <b>Menard</b>   |
| <input type="checkbox"/> <b>Reagan</b>    | <input type="checkbox"/> <b>Real</b>     | <input type="checkbox"/> <b>Schleicher</b> | <input type="checkbox"/> <b>Sterling</b> | <input type="checkbox"/> <b>Sutton</b>   |
| <input type="checkbox"/> Tom Green        | <input type="checkbox"/> <b>Uvalde</b>   | <input type="checkbox"/> <b>Val Verde</b>  | <input type="checkbox"/> Wilson          | <input type="checkbox"/> <b>Zavala</b>   |

### Region 4 – South Texas

- |  |   |  |   |   |
|--|---|--|---|---|
| <input type="checkbox"/> Aransas         | <input type="checkbox"/> <b>Bee</b>       | <input type="checkbox"/> <b>Brooks</b> | <input type="checkbox"/> <b>Calhoun</b>     | <input type="checkbox"/> Cameron        |
| <input type="checkbox"/> <b>DeWitt</b>   | <input type="checkbox"/> <b>Duval</b>     | <input type="checkbox"/> Goliad        | <input checked="" type="checkbox"/> Hidalgo | <input type="checkbox"/> <b>Jackson</b> |
| <input type="checkbox"/> <b>Jim Hogg</b> | <input type="checkbox"/> <b>Jim Wells</b> | <input type="checkbox"/> <b>Kenedy</b> | <input type="checkbox"/> <b>Kleberg</b>     | <input type="checkbox"/> <b>Lavaca</b>  |
| <input type="checkbox"/> <b>Live Oak</b> | <input type="checkbox"/> <b>McMullen</b>  | <input type="checkbox"/> Nueces        | <input type="checkbox"/> <b>Refugio</b>     | <input type="checkbox"/> San Patricio   |
| <input type="checkbox"/> <b>Starr</b>    | <input type="checkbox"/> Victoria         | <input type="checkbox"/> Webb          | <input type="checkbox"/> <b>Willacy</b>     | <input type="checkbox"/> <b>Zapata</b>  |

### Region 5 – Gulf Coast

- |                                    |                                   |                                   |                                    |                                     |
|------------------------------------|-----------------------------------|-----------------------------------|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Austin *  | <input type="checkbox"/> Brazoria | <input type="checkbox"/> Chambers | <input type="checkbox"/> Colorado  | <input type="checkbox"/> Fort Bend  |
| <input type="checkbox"/> Galveston | <input type="checkbox"/> Harris   | <input type="checkbox"/> Liberty  | <input type="checkbox"/> Matagorda | <input type="checkbox"/> Montgomery |
| <input type="checkbox"/> Walker    | <input type="checkbox"/> Waller   | <input type="checkbox"/> Wharton  |                                    |                                     |

Region 6 – Central Texas

- |                                    |                                    |                                   |                                     |                                     |
|------------------------------------|------------------------------------|-----------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Bastrop   | <input type="checkbox"/> Bell      | <input type="checkbox"/> Blanco   | <input type="checkbox"/> Bosque     | <input type="checkbox"/> Brazos     |
| <input type="checkbox"/> Burleson  | <input type="checkbox"/> Burnet    | <input type="checkbox"/> Caldwell | <input type="checkbox"/> Coryell    | <input type="checkbox"/> Falls      |
| <input type="checkbox"/> Fayette   | <input type="checkbox"/> Freestone | <input type="checkbox"/> Grimes   | <input type="checkbox"/> Hamilton   | <input type="checkbox"/> Hays       |
| <input type="checkbox"/> Hill      | <input type="checkbox"/> Lampasas  | <input type="checkbox"/> Lee      | <input type="checkbox"/> Leon       | <input type="checkbox"/> Limestone  |
| <input type="checkbox"/> Llano     | <input type="checkbox"/> Madison   | <input type="checkbox"/> McLennan | <input type="checkbox"/> Milam      | <input type="checkbox"/> Mills      |
| <input type="checkbox"/> Robertson | <input type="checkbox"/> San Saba  | <input type="checkbox"/> Travis   | <input type="checkbox"/> Washington | <input type="checkbox"/> Williamson |

Region 7- East Texas

- |                                    |                                    |                                   |  |                                      |
|------------------------------------|------------------------------------|-----------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Anderson  | <input type="checkbox"/> Angelina  | <input type="checkbox"/> Bowie    | <input type="checkbox"/> Camp          | <input type="checkbox"/> Cass        |
| <input type="checkbox"/> Cherokee  | <input type="checkbox"/> Delta     | <input type="checkbox"/> Franklin | <input type="checkbox"/> Gregg         | <input type="checkbox"/> Hardin      |
| <input type="checkbox"/> Harrison  | <input type="checkbox"/> Henderson | <input type="checkbox"/> Hopkins  | <input type="checkbox"/> Houston       | <input type="checkbox"/> Jasper      |
| <input type="checkbox"/> Jefferson | <input type="checkbox"/> Lamar     | <input type="checkbox"/> Marion   | <input type="checkbox"/> Morris        | <input type="checkbox"/> Nacogdoches |
| <input type="checkbox"/> Newton    | <input type="checkbox"/> Orange    | <input type="checkbox"/> Panola   | <input type="checkbox"/> Polk          | <input type="checkbox"/> Rains       |
| <input type="checkbox"/> Red River | <input type="checkbox"/> Rusk      | <input type="checkbox"/> Sabine   | <input type="checkbox"/> San Augustine | <input type="checkbox"/> San Jacinto |
| <input type="checkbox"/> Shelby    | <input type="checkbox"/> Smith     | <input type="checkbox"/> Titus    | <input type="checkbox"/> Trinity       | <input type="checkbox"/> Tyler       |
| <input type="checkbox"/> Upshur    | <input type="checkbox"/> Van Zandt | <input type="checkbox"/> Wood     |  |                                      |

Region 8 – North Texas

- |                                  |                                     |                                    |                                   |                                    |
|----------------------------------|-------------------------------------|------------------------------------|-----------------------------------|------------------------------------|
| <input type="checkbox"/> Archer  | <input type="checkbox"/> Baylor     | <input type="checkbox"/> Clay      | <input type="checkbox"/> Collin   | <input type="checkbox"/> Cooke     |
| <input type="checkbox"/> Cottle  | <input type="checkbox"/> Dallas     | <input type="checkbox"/> Denton    | <input type="checkbox"/> Ellis    | <input type="checkbox"/> Erath     |
| <input type="checkbox"/> Fannin  | <input type="checkbox"/> Foard      | <input type="checkbox"/> Grayson   | <input type="checkbox"/> Hardeman | <input type="checkbox"/> Hood      |
| <input type="checkbox"/> Hunt    | <input type="checkbox"/> Jack       | <input type="checkbox"/> Johnson   | <input type="checkbox"/> Kaufman  | <input type="checkbox"/> Montague  |
| <input type="checkbox"/> Navarro | <input type="checkbox"/> Palo Pinto | <input type="checkbox"/> Parker    | <input type="checkbox"/> Rockwall | <input type="checkbox"/> Somervell |
| <input type="checkbox"/> Tarrant | <input type="checkbox"/> Wichita    | <input type="checkbox"/> Wilbarger | <input type="checkbox"/> Wise     | <input type="checkbox"/> Young     |

**Proposed Project Services**

- Briefly describe the Proposed Project. Be specific in your answer and include the Who, What, Where, When, and Why of the Project.  
*Operation Bravo Zulu is designed to provide temporary financial assistance in the form of electric utility assistance to honorably discharged veterans living in Hidalgo County who have a combined household income at or below 200% of Federal Poverty Level (fpl) as defined by the United States Department of Health and Human Services.*  
*The Project offers veterans who fall between the 0% and 200% fpl marks the opportunity to qualify for this temporary assistance. The program offers up to \$600 in utility assistance for current bills, arrears and future payments. In addition, veterans applying for this program will also undergo a comprehensive needs assessment by a licensed social worker. Based on the needs assessment, referrals will be made to appropriate agencies that can successfully address those needs.*
- Briefly describe how Beneficiaries will access and/or be provided with Project services by your organization. Be specific in your answer and include the How of the Project.  
*Assigned staff will develop and execute a detailed marketing and outreach plan designed to maximize contact with the over 23,000 veterans currently living in Hidalgo County. Plans call for meetings with veterans groups, advocates and various other interested parties to inform them of program requirements and guidelines. During these interactions, program staff will assist veterans in the preparation of standard applications. Those applications will be used to determine eligibility for benefits under the umbrella of Community Service Agency.*

*For veterans falling within the 0-150% of federal poverty, funds from the Comprehensive Energy Assistance Program will be used. For those between 0% and 200% fpl, Texas Veterans Commission General Assistance Grant Funds will be used. The amount of assistance will be capped at \$600 per veteran household. That assistance will be used to pay for any utility consumption fees that are in arrears, future payments and or currently due. Those monies will be paid directly to the electric service provider. In addition, future payments will be pledged and paid directly to the electric service provider as well. Currently, Hidalgo County Community Service Agency has vendor agreements with 29 Electric Service Providers and several natural gas providers.*

*Based on the on initial assessment, referrals will be made to pertinent social service, education, job training or medical programs. Possibilities include South Texas Community College, University of Texas RGV, Workforce Solutions, Veteran's Administration, Rio Grande Valley Food Bank, church organizations etc. Veterans will also be screened for participation in the Community Service Agency's Community Services Block Grant Program. That program assists individuals in transitioning out of poverty. The department takes persons whose household income is below 125% of fpl and helps them address the barriers that inhibit their progress in getting out from under the poverty level.*

### **Need Identified**

1. What is the community need(s) or existing service gap(s) that the Proposed Project will address? Be specific in your answer and sufficiently describe the need that your service area faces.  
*Currently, the Comprehensive Energy Assistance Program (CEAP) addresses the electrical energy needs of the general population at or below 150 of federal poverty. However, program staff has identified a significant level of veterans who come into the program to apply for energy assistance but do not qualify for service because their income is above the threshold. However, many of them are still struggling in making ends meet. According to the U.S. Census Bureau, there are 1,840 veterans living in Hidalgo County who are below 100% of federal poverty. However, to date, Hidalgo County Community Service Agency (HCCSA) has served only 66 veterans in 2015. Projections are that by year's end, only 100 veterans will walk through our doors and seek assistance. It is worthy to note that CHCSA can only assist 6-8% of the over 90,000 eligible households. Program funding is not sufficient to address the all of those who may qualify for the program under income guidelines. For these reasons, Operation ZULU will target veterans specifically and assist them in submitting their particular applications for assistance to the program.*
2. How did you identify the community need(s) or problem(s)? Be specific in your answer and sufficiently describe any methods used to identify that the need described above in **Need Identified #1** is present in your service area (example: current client experiences, word of mouth, client surveys). Include references to data that may substantiate and support that this need exists in your service area.  
*Conversations with veteran advocacy leaders have helped to focus the needs of veterans in Hidalgo County. Specifically, several program staff members with specific knowledge as to the plight of veterans have brought the need to the forefront. They noticed that the numbers of veterans obtaining assistance was miniscule in comparison to the population as a whole. In addition, program managers began to notice an inordinate number of veterans who did not qualify under the CEAP income guidelines but still struggled to make ends meet as they continued their education or entered the world of work. Agency data indicates that only 66 veterans were assisted up to now under these guidelines. However, Census data indicates that over 1,800 veterans are living in poverty in Hidalgo County.*
3. How will the Proposed Project address the identified need(s) or problem(s)? Be specific in your answer and sufficiently describe how the components of the Proposed Project as described above in **Proposed Project Services #1** will assist in attempting to resolve the need described above in **Need Identified #1**.  
*Project Bravo Zulu (Well Done) will assist veterans at two distinct levels. Initially, it will assist them by addressing real needs with regards to their monthly living expenses. Living expenses oftentimes prove to wreak havoc with persons struggling to get ahead. This assistance will allow the veterans to focus on getting their financial lives back on track with little worry about the elements.*

*In addition, the project will also allow for the veteran to target the specific causes of their situation and with the help of a case manager, possibly address the root cause of their dilemma.*

4. How is the Proposed Project unique from other similar services that may be available in your proposed service area? Be specific with details about what sets your Proposed Project apart.  
*Project Bravo Zulu is unique in various capacities. First and foremost, Hidalgo County Community Service Agency has many years of experience in providing financial assistance in the form of utility assistance. This year alone the agency has assisted over 16,000 individuals with utility assistance payments. All of those applications were processed and evaluated. Once the determination was made, service providers were contacted with pledges for payment on behalf of their customers. Determination letters were mailed to the head of household and service providers were mailed a check for payment. These components of the program are routine operations for agency staff.*  
*In addition, the agency offers comprehensive case management to those qualifying participants. Participants under this program undergo a comprehensive assessment and agree to abide by program goals. These mutually developed goals allow participants to chart a path to self-sufficiency and ultimately out from under the 125% of federal poverty. Case managers are assigned to the participants and help them identify and address the barriers that keep them from transitioning out of poverty. The final unique component lies in the vast network of partnering agencies that call on Hidalgo County Community Service Agency. These agencies range from the American Red Cross, Catholic Charities, Women Infants and Children, Head Start, Affordable Homes of South Texas, Mujeres Unidas, Hidalgo County Veterans Service Office, Hidalgo County Health Department to legislative offices and state and local agencies.*

#### **Beneficiaries**

1. Related to the information provided in **Need Identified** above, Applicants may elect to restrict Proposed Project services to particular groups to address needs by narrowing the eligibility of who can receive services through the Proposed Project. Examples include, but are not limited to:
- Veterans of a particular era (such as Vietnam or OEF/OIF era Veterans);
  - Veterans with a specific discharge status (such as Honorable);
  - Veterans' duty status (such as National Guard, Reservist, or Active Duty); or
  - Particular Veteran dependents (such as dependents of newly separated veterans, or surviving spouses of reservists or Guards Members).

Provide a definition below for each applicable category that will be eligible to receive services, listing any service restrictions of the Proposed Project. Be specific.

*Veterans: Services will be provided to all members of the United States Armed forces who were honorably discharged. This status will be determined via documents such as the DD-214 or other government issued identifying documents that establish service in the United States Armed Forces.*

*Veteran Dependents: Veterans dependents are assisted only as part of a household unit headed by a veteran.*

*Surviving Spouses: Surviving spouses will not be assisted as part of this grant but will be evaluated for other services under the Hidalgo County Community Service Agency umbrella.*

2. Describe any other restrictions on eligibility, if applicable (example: income level, beneficiaries living in a specific service area like a county or region, or referral from VA or other such organization).  
*Eligible participants will be veterans of the US Armed Forces who were Honorably Discharged and reside in Hidalgo County, Texas. They must provide identifying documents, a current electric utility bill, DD-214 or other government issued documents that establish service in the United States Armed Forces, a current program application, proof of income for all members of the household and proof of any governmental assistance.*
3. If your organization receives grant funds, it will be responsible for tracking each individual Veteran, their dependents, and survivors that receive grant-funded service(s). The number of unduplicated Veterans, dependents and survivors, as well as cumulative totals, will be reported to the FVA quarterly.
- a. Estimated Number of Clients to be Served

Enter the estimated number of unduplicated Veterans, Dependents, and Surviving Spouses to be served by the Proposed Project. The information to be entered is a number. Do not enter a percentage and do not enter a range.

<b>Performance Measure</b>	<b>Estimated Number of Clients to be Served</b>
Number of Veterans served. (Required performance measure for all applicants.)	450 Veterans
Number of Dependents served. (Required performance measure if served.)	0 Dependents
Number of Veterans' Surviving Spouses served. (Required performance measure if served.)	0 Surviving Spouses
<b>Total Estimated Number of Clients to be Served</b>	450 Total Unduplicated Beneficiaries

b. Additional Performance Measures and Estimated Volume of Services Provided to Clients

1. First enter additional performance measures that align with and are related to the Proposed Project in the Performance Measure column. For example, if the Proposed Project is to provide free transportation services via a dial-a-ride van service, an additional performance measure may be “number of rides provided to beneficiaries.”

Then, provide the estimated volume over the grant funding period for the additional performance measure listed. For example, “500 rides.”

Additional lines may be added.

<b>Performance Measure</b>	<b>Estimated Volume of Services Provided to Clients</b>
<i>Example:</i> <i>Number of rides to be provided to beneficiaries.</i>	<i>Example:</i> <i>500 rides</i>
Number of veteran households qualifying for electric utility assistance	450 households
Number of veterans referred to social service agencies	250 veterans
Number of veterans referred to Community Service agency CSBG Case Management Program	45 veterans

c. Goals and Anticipated Outcomes

1. First enter goals that align with and are related to the Proposed Project in the Goals column. For example, if the Proposed Project is to provide free transportation services via a dial-a-ride van service, a goal may be “clients provided with rides were able to regularly attend medical appointments, and health and independence was improved.”

Then provide the anticipated outcome for the goal listed in the “Anticipated Outcomes” column. For example, “85% of clients had improvements in health and independence.”

Additional lines may be added.

<b>Goals</b>	<b>Anticipated Outcomes</b>
<i>Example:</i> <i>Clients provided with rides were able to regularly attend medical appointments and health and independence was improved.</i>	<i>Example:</i> <i>85% of clients had improvements in health and independence.</i>
Veterans provided with electric utility assistance will avoid interruption of utility service	85% of veterans will avoid interruption of service
Veterans referred to case management services will become active participants in the program	50% of the veterans referred to CSBG case management will participate.

- Next, describe how you will determine if anticipated outcomes are met. Examples may include using a client satisfaction survey, following up with clients 30-90 days after receiving services to determine status, tracking pertinent client data.

*For the first goal (interruption of service), an online/personal interview survey format will be utilized.*

*The agency currently utilizes Survey Monkey or similar online survey tool to ascertain customer satisfaction for other program offerings.*

*For the second goal (case management), case managers will use already existing tracking forms and measures in place. The system calls for individual meetings with participants coupled with phone calls.*

*The 90 day tracking measure is also currently in place.*

### Project Eligibility

- Eligibility to receive services must be verified and documented. List the **specific forms** your organization staff will use to verify eligibility of clients who can receive services and ensure that it is applicable to beneficiary definitions above in **Beneficiaries #1** (Veteran, dependent, surviving spouse related) and **#2** (any other applicable eligibility requirements). If dependents and surviving spouses are listed as eligible beneficiaries, include how their eligibility will be verified. Types of forms can include, but are not limited to:

- DD Form 214, Certificate of Release or Discharge from Active Duty
- NGB-22, National Guard Report of Separation and Record of Service
- Department of Veterans Affairs (VA) official letter or disability letter
- State of Texas Issued Driver License with Veteran designation
- E-Benefits summary
- Honorable discharge certificate
- Uniform Services Identification Card
- VA Health Card
- Tricare Healthcare Insurance card

*Beneficiary #1 -Veteran Eligibility will be ascertained using various forms already in place and in use at Hidalgo County Community Service Agency. The universal application will be the primary demographic collection tool in use. In addition, various other forms will be used to ascertain income. For those veterans who are self-employed, a notarized declaration of income statement will be utilized. This form is also in use currently. Various authorizations for disclosure will be used to obtain electrical consumption histories are also in use and will be utilized.*

*For discharge status, a standard DD-214 or other government issued document that establishes services in the United States Armed Forces. A partial list is detailed above. Proof of income will be substantiated using standard pay stubs. Governmental assistance will be verified using communication from those granting entities. All of these procedures are currently in use today.*

- Describe how the eligibility verification documents will be retained (example: as listed in your organization’s retention policy) **and** maintained (example: in locked filing cabinet or electronically on your organization’s server). *The County of Hidalgo adheres to the State of Texas Library Commission Records Retention Schedule. In addition, records retention is governed by the dictates of the Texas Local Government Code and Texas Administrative Code. The agency also has a records retention policy. Records are secured in locked filing cabinets, locked offices and in secured electronic computer servers.*

### Project Principal Participants

List the principal participants in the organization. Indicate which principal(s), if any, are Veterans. **Refer to the RFA Section III. Definitions of Key Terms for who is considered a Principal Participant.** Résumés are to be included for each Principal Participant and should describe applicable experience by position

Name of Principal Participant	Title	Veteran (Y/N)	# of years of experience in position	Résumé Attached (Y/N)
1. Jaime R. Longoria	Executive Director	N	1	Y
2. Guillermo Palacios	Manager of Adminis-	N	0	Y

	trative Operations				
3.	Mario Ramirez	Eligibility Worker II	N	3	Y
4.	Hermelinda Ramirez	Administrative Assistant IV	N	1	Y
5.					

1. What are the roles and responsibilities of the Principal Participants listed in the table above as related to the Proposed Project? For example, a CFO may be listed as a principal participant, but the description should reference his/her role and responsibility to the Proposed Project.

*Principal Participant #1: The Executive Director will oversee all aspects of the program. In addition, he will develop strategic contacts with veteran serving organizations. He will also oversee and implement program objectives.*

*Principal Participant #2: The Manager of Administrative Operations will devote his time to providing fiscal guidance for the project. In addition, he will also devote time to planning for project implementation.*

*Principal Participant #3: The Eligibility Specialist will devote her time to working directly with veteran populations. Her job will include the identification of veteran groups, special events for veterans and the like. She will assist veterans in gathering pertinent information for the application for services. In addition, she will provide the veterans with referrals to other agencies on an as needed basis. She will be the primary liaison with the veteran population.*

*Principal Participant #4: The administrative assistant will provide valuable indirect services to the project. She brings with her years of experience as with the Family Readiness Group for her husband's unit. He is a lifetime member of the armed forces. She will assist in identifying those veterans recently separated from service as well as information regarding outreach events in Hidalgo County. She will also prepare announcements and media ready information for agency sponsored events.*

## Partnerships

List agencies and/or organizations that your organization partners with to assist in serving Beneficiaries as part of the Proposed Project. Use additional page(s) if needed.

Name of Partner Organization	Address	Telephone	Website
Tropical Texas Center for Mental Health and Mental Retardation	1901 S. 24 <sup>th</sup> Avenue, Edinburg, Texas	956-289-7000	<a href="http://www.tbh.org">www.tbh.org</a>
Hidalgo County Veterans Service Office	100 N. Closner, Edinburg, Texas	956-318-2436	
America's Last Patrol	1902 Pin Oak Rd., Edinburg	956-792-6687	
American GI Forum	1000 Brazos St., Austin, Texas	(512) 992-7066	

## Marketing and Outreach

1. Does your organization have an outreach and/or marketing plan to ensure your organization is able to reach and provide services to the Estimated Number of Clients to be Served as listed in the table for **Beneficiaries #3**?

Yes       No

2. If yes, sufficiently describe the outreach and/or marketing plan and how it will ensure that your organization is able to reach and provide services to the Estimated Number of Clients to be Served as listed in the table for **Beneficiaries #3**.

*The agency has access to the County's Public Information Officer and her staff of three other individuals. They publish a quarterly newsletter that is distributed to over 30,000 households. In addition, the agency utilizes a*

media studio with capability of producing public service announcements. These PSA's will be distributed to various media outlets in the Hidalgo County area.

The marketing plan also includes contact with the many Veteran Serving Organizations in Hidalgo County. They include the Veterans Administration, Hidalgo County Veterans Office, Veterans of Foreign Wars, Catholic War Veterans, American Legion, America's Last Patrol, Military Order of the Purple Heart, Iraq-Afghanistan Veterans of America, Vietnam Veterans of America, Tropical Texas Center for MHMR, and the Disabled Veterans Of America.

The agency will also partner with various Congressional and Legislative Offices as they conduct various special events on behalf of veterans. Congressman Filemon Vela, Jr. has requested that Hidalgo County CSA participate in future events.

**Sustainability after the Grant**

1. If your organization were to receive a one-year FVA grant, will the Proposed Project continue after the one-year grant period if you did not receive additional FVA funding?  
 Yes       No *Specific assistance to veterans in this income group will not be continued. Program rules allow for those below 125% of federal poverty to participate.*
  
2. If Yes, please describe how the Proposed Project will continue. Be specific. Include in your answer what other funding will be available to your organization and what other organizations with whom you may be partnering or working to carry on the work of the Proposed Project after June 30, 2017:  
N/A
  
3. If your organization has received FVA funding in the past for the Proposed Project, describe why you are applying for a grant again.  
N/A

## **Part II – Organization Background**

### **Organization Overview**

1. What is the purpose or mission of your organization?  
*The mission of the Hidalgo County Service Agency is to improve the quality of life and promote self-sufficiency of the low income and vulnerable households of Hidalgo County by providing effective, efficient, and comprehensive services through partnerships and direct funding.*
  
2. What year was your organization established?  
*Hidalgo County Community Service Agency was established in 1984.*
  
3. What types of programs/services does your organization as a whole currently provide? Provide examples and briefly describe program components.  
*Comprehensive Energy Assistance Program (CEAP) – Program is designed to assist low income households in meeting their immediate energy needs and to encourage consumers to control energy costs for years to come through energy education. The program serves households who are below 150% of federal poverty. Participants are determined eligible based on income. Benefit levels are determined based on particular criteria and vulnerable/non-vulnerable status.*  
  
*Community Service Block Grant Program – This program assists individuals living below 125% of federal poverty transition out of poverty by providing individualized case management. The case management allows for the participant to identify the barriers to transition and helps them to address those needs. The program assists with tuition reimbursement, testing fee payments, uniforms, transportation assistance etc.*  
  
*Retired Senior Volunteer Program – This program helps to match retired seniors into volunteer placement opportunities throughout the county of Hidalgo.*
  
4. Who is currently served by the programs/services your organization currently offers?  
*Residents of Hidalgo County below 150% of federal poverty level may apply. Because of limited funding only 6,000 – 8,000 households of the over 90,000 qualifying households are assisted.*

### **Organizational Structure**

1. What type of organization is applying?
  - City/Municipal government
  - County government
  - Nonprofit organization
  - Other, please describe:
  
2. What type of governing body does your organization have?
  - City Council/Mayor/City Manager
  - County Commissioners' Court/County Judge
  - Board of Directors/Board Officers/Executive Director
  - Other, please describe:

### **Previous FVA Grant Awards**

List any previous grants your organization was awarded from the FVA.

<b>Amount Awarded</b>	<b>Grant/Contract #</b>	<b>Begin Date</b>	<b>End Date</b>	<b>Was previous funding for the same Proposed Project under this application? (Y/N)</b>

**\$ Total FVA Grant Awards**

**Other Grants and TVC Contracts**

1. List all grants and TVC contracts your organization received within the last two (2) years. Do not include FVA grants listed above. Do not list in-kind donations. Use additional pages if needed.

Amount Awarded	Grantor	Grant/Contract #	Begin Date	End Date	Audit Performed (Yes or No)
\$1,589,572.00	Texas Department of Housing and Community Affairs	61150002185	4/15	4/16	Y
4,456,048	Texas Department of Housing and Community Affairs	58150002108	1/1/15	12/31/15	Y
967,706	Texas Department of Housing and Community Affairs	58140002229	5/15/15	9/15/15	Y
97,932.25	Direct Energy	-	1/1/15	12/31/15	Y
35,036	RSVP Texas	13RZWTX018	9/2014	8/2015	Y
79,251	Corp. for National Service	14SRWTX001	7/2015	6/2016	Y
1,571,631	Texas Department of Housing and Community Affairs	61140001850	4/14	4/15	Y
3,638,330	Texas Department of Housing Community Affairs	58140001799	1/01/2014	12/31/2014	Y

**\$12,435,506.25 Total Other Grant Awards**

2. Provide a brief narrative for each TVC contract that is listed in the above table.  
N/A

**Fiscal Management**

Answer each question below and do not leave any item unanswered.

- What software does your organization used to record accounting transactions?  
QuickBooks  Sage MIP  Fundware  Other (If other, list software)
- Does your organization have written accounting policies and procedures for the following? Please be aware that you may be asked to provide copies of the below policies and procedures to FVA staff should you be awarded a grant. Do not list N/A.

	YES	NO
<b>A. Procurement</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>B. Vendor Payments</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>C. Payroll</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>D. Grants Administration</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>E. Cash Management</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>F. Travel</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>G. Capitalization and Equipment</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Indicate if each statement is true or false for your organization. Do not list N/A.

	TRUE	FALSE
<b>A. There has been no staff turnover or reorganization in the past 6 months.</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>B. The organization uses a Chart of Accounts.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>C. Time sheets are approved and signed by supervisory personnel.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. An A-133 Single Audit has been performed in the past 2 years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. Travel receipts are submitted for travel reimbursement requests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. At what amount does your organization capitalize equipment?	\$5,000	

**Performance Reporting**

1. What type(s) of data collection tools will your organization use to document Beneficiaries receiving services (required performance measure) and any additional performance measures noted in **Beneficiaries #3 a., b., and c.**? *Hidalgo County Community Service Agency currently utilizes SHAH Software to gather and process data regarding services for beneficiaries. During the next two months, the department will transition to the newer version of this software.*
2. How will your organization consolidate the collected data **to ensure that beneficiaries that are reported to the FVA are unduplicated?** *Currently, program requirements dictate that monthly reports be provided. SHAH Software is designed to capture, report and disaggregate data by various categories including unduplicated households served by various funding streams. Management anticipates no issues with reporting unduplicated services to beneficiaries.*

## **Part III – Budget Tables and Budget Narratives**

The budget is broken up into Direct and Indirect Costs. Within Direct Costs there are seven allowable sections. Indirect Costs has one section. Each section represents a Budget Category that will make up your Total Grant Amount Request. The total grant amount request must equal the Amount Requested checked in **Part I – Proposed Project**.

Complete each Table as applicable to your Proposed Project. Costs must be broken out in Tables to a degree that is sufficient to determine if costs are reasonable, allowable, and necessary for the successful performance of the grant project. Costs will be reviewed for compliance with UGMS and federal grant guidance found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Following each table, a narrative description supporting and discussing each budget item must be entered, as well as a calculation demonstrating how the cost was arrived at. For example, if there is travel in the budget, the narrative must discuss travel and the appropriateness of travel to the project, and the narrative must include calculations to support how the cost was determined.

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any such costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

### **DIRECT COSTS**

#### **A. Salaries and Wages**

1. Enter **each** employee that will be directly associated with the Proposed Project. Enter their position title, employee name, percent of time to be allotted to the Project, and employee’s annual salary rate.

**Table A**

<b>Position Title</b>	<b>Employee Name</b>	<b>Annual Salary</b>	<b>% of Time Allocated to the Grant</b>	<b>Total Cost</b>
		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$
<b>Total Table A</b>				<b>0</b>

2. Describe the roles and responsibilities of each of the positions listed under Salaries and Wages **and** how each of those roles are necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

#### **B. Fringe Benefits**

1. For each Position listed in Table A, include the annual fringe benefits for that position.

**Table B**

Position Title	Employee Name	Annual Fringe Benefits	% of Time Allocated to the Grant	Total Cost
		\$	%	\$
		\$	%	\$
		\$	%	\$
		\$	%	\$
<b>Total Table B</b>				<b>0</b>

- Describe the benefits– including health insurance, annual leave, social security and any other applicable fringe benefits – for each position listed in Table B **and** how each of those benefits are necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

**C. Travel**

- Enter employee travel in the table below. This can include travel to and from conferences, training, outreach, and travel to provide services to Beneficiaries. As noted in the RFA Section XI. Grantee Training, funds do not need to be budgeted for travel to Austin, TX for grantee training. This training will be done remotely via webinar or conference call, or in some instances, FVA staff may conduct onsite training visits at the Awarded Applicant’s facility.

**Table C**

Travel Expense	Reason for Travel	No. of Staff	No. of Days	Total Cost
Staff Mileage @ \$0.54 per mile	To visit Veteran clients at their homes; conduct outreach at veteran centers, VFW’s, etc.	1	Avg. 2 days/wk	\$2,000.00
				\$
				\$
				\$
				\$
				\$
				\$
<b>Total Table C</b>				<b>\$2,000.00</b>

- Provide a description for each travel item included in the Table above. The description should include, but is not limited to, what the travel is for, costs to be used for mileage rates, meal rates per day, conference registration fees, **and** why the travel is necessary to accomplishing the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.

*HCCSA finds it necessary for staff to travel within the County to visit veterans at their home for those that may not have access to transportation or are disabled and/or infirm. Travel is necessary to conduct outreach in areas where veterans may congregate such as VFW’s, veteran service offices, special events and various other veteran related organizations. Reimbursement will be at the County adopted rate prescribed by the County Auditor. Current rate is \$0.54per mile.*

*Calculation: 3704 miles \* 0.54 = \$2000.16*

**D. Equipment**

1. Enter a description, unit cost and quantity for each item of equipment to be purchased for the Proposed Project. Remember, capital expenditures and pieces of equipment that are capitalized are not allowable under this grant.

**Table D**

Description of Equipment	Unit Cost	Quantity	Total Cost
	\$		\$
	\$		\$
<b>Total Table D</b>			

2. Provide a description for each equipment item listed in the Table above **and** explain why each equipment item is necessary to accomplish the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.  
*HCCSA is recommending in this budget category, the purchase of a Surface Tablet, mobile printer and hot spot internet service to allow the EW mobility in order to service clients outside of the office. The Surface Tablet will easily interface with current HCCSA IT systems.*
3. If this is a continuation request and your organization was previously awarded funding for the Proposed Project, note each item of equipment listed in the Table above that was also requested as part of a previously funded application **and** explain why it is being requested again. Examples of such items of equipment may include laptops, projectors, printers, phones, office furniture.  
 N/A

**E. Supplies**

1. Enter a description, unit cost and quantity for each item of supplies to be purchased for the Proposed Project.

**Table E**

Description of Supplies	Unit Cost	Quantity	Total Cost
General Office Supplies	\$75.70 avg / unit	10	\$757.00
Surface Tablet Computer	\$500.00	1	\$500.00
Mobile Printer	\$200.00	1	\$200.00
WiFi Hotspot	\$40.00	12	\$480.00
<b>Total Table E</b>			\$1,937.00

2. Provide a description for each item of supply listed in the Table above **and** explain why each supply item is necessary to accomplish the Proposed Project. Narrative must also include a calculation to demonstrate how the cost was determined.  
*CHCSA needs supplies listed in order to give the worker mobility in transporting supplies and equipment. Table and display throw will be used for attending special events to inform the public of the program.*
  - *Office Supplies needed for day to day operations are printer paper, cover for the Surface Computer with kickstand, print toner, ink, collapsible hand dolly, folding table, and a table throw with logo. The Average Cost per Unit was determined by: Total Supplies Cost \$757.00 / Total Quantity of individual items 10 = Total Unit Cost \$75.70*

- *Surface Tablet: Tablet will be needed in order to promote and initiate the Veterans Program. It would allow us to move freely across the county, looking for Veterans eligible for this program. The Average Cost per Unit was determined by: Total Surface Cost \$500.00 / TotalQuantityofindividual items 1 = Average Unit Cost\$500.00*
- *Printer: Would be needed to print all necessary documents concerning the Veterans Program from our mobile Surface tablet. The Average Cost per Unit was determined by: Total Printer Cost \$200.00/ TotalQuantity of individual items 1 = Average Unit Cost \$200.00*
- *WiFi Hot Spot:Needed to access internet anywhere needed outside of the office to implement the Veterans Program. The Average Cost per Unit was determined by: Total WiFi Cost \$40.00/ TotalQuantityofindividual items 12 = Average Unit Cost\$40.00*

3. If this is a continuation request and your organization was previously awarded funding for the Proposed Project, note each item of supply listed in the Table above that was also requested as part of a previously funded application **and** explain why it is being requested again. Examples of such items of supply may include laptops, projectors, printers, phones.

N/A

**F. Client Services**

1. List each client service and the cost of each service. Client Services may include, but is not limited to, participant support costs such as emergency financial assistance, transportation assistance, stipends for beneficiaries to attend trainings, and any **contract personnel** that will be providing services to Beneficiaries. An itemized break-out of each client service is required, and extra lines may be inserted into this table.

**Table F**

Client Service	Average Cost per Client	No. of Clients to be Served	Total Cost
Utility Assistance	\$600.00	450	270,000.00
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Table F</b>			<b>\$270,000.00</b>

2. Provide a description for each Client Service listed in the Table above **and** explain why each cost is necessary to accomplish the Proposed Project. Include, if applicable, the maximum amount of assistance to be provided to clients. Narrative must also include a calculation to demonstrate how the cost was determined.

*CHCSA will provide 450 veteran clients utility assistance up to \$600.00 in order prevent utility service disruption and allow for continued service of home utilities.*

*The Average Cost per Client was determined by using the maximum number of payments allowed by program rules for FY 2016 of four multiplied by an average utility bill of \$150.00.*

*\$150.00 \* 4 payments = \$600.00*

**G. Construction**

The FVA grant does not cover the cost of construction. This line is blank.

**H. Other Direct Costs**

- List any direct costs not included in the above tables. Direct costs that appear indirect in nature need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

**Table H**

Other Direct Costs	Annual Cost	Allocation % (if applicable)	Total Cost
N/A	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
<b>Total Table H</b>			\$

- Provide a description for each item of other direct costs listed in the Table above **and** explain why each cost is necessary to accomplish the Proposed Project. If costs are allocated an approximate percentage to be charged to this grant is to be included. Narrative must also include a calculation to demonstrate how the cost was determined.  
N/A

**I. Total Direct Charges**

All Personnel, Fringe Benefits, Travel, Equipment, Supplies, Client Services and Other Direct Charges and should sum to Total Direct Charges on Line I of Table K below.

**INDIRECT COSTS**

**J. Indirect Costs**

**Allowable Indirect Cost Recovery for FVA grants is limited to 10% of total direct costs for all applicants.** Indirect charges are those items that are often considered “overhead,” and can be classified as those costs associated with accounting, human resources, and other administrative and facility-related costs.

Typical examples of indirect cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration, such as the salaries and expenses of executive officers, personnel administration, and accounting.

If your organization has a federally negotiated indirect cost agreement, that document must be submitted as part of the Application Package so that staff is able to determine that direct and indirect costs are similarly treated.

If your organization does not have a federally negotiated indirect cost agreement, the flat 10% rate of total direct costs is allowable. Please keep in mind that direct and indirect costs must be treated in a similar manner as they are across your organization and may be reviewed for accuracy during compliance visits.

Costs claimed as direct costs that appear indirect in nature or budgets claiming no indirect costs will be scrutinized for accuracy. Any such costs claimed as direct need to be fully explained, supported, be reasonable and treated in a consistent manner across your organization. The FVA may ask the applicant to re-classify costs as indirect if the support provided does not meet the above criterion.

For more information regarding direct and indirect costs, please see 2 CFR §200.412-414.

1. Enter the total Direct Costs in Table J. to calculate the total allowable Indirect Recovery. Then enter the total Indirect Recover to be charged to the grant – this amount may not be more than the total allowable Indirect Recovery.

**Table J**

Total Direct Costs (Total of Table A through Table H)	Maximum Indirect Costs (as percentage of Direct Costs)	Total Allowable Indirect Recovery	Total Indirect Recovery to be Charged to Grant
\$273936.93	10%	\$27393.69	\$26063.00
<b>Total Table J</b>			\$26063.00

2. If your organization is not submitting a federally negotiated indirect cost agreement, provide a basic line item description for each indirect cost (ex. Executive Director, IT, Facilities). No further explanation is required. Again, direct and indirect costs are to be treated consistently and similarly either as a direct or an indirect cost in order to avoid double-charging the grant.

All indirect costs will be absorbed by 4 Principle grant positions towards there Salaries and Fringes. The four positions include the Executive Director, Operations Manager, E.W Worker, as well as a Case Manager.

**K. Budget Table**

Enter the all Total lines from Tables A-H and J on the corresponding line below. The total of Table K must match the grant amount being requested in Part I: Proposed Project Information Amount Requested.

**Table K**

Table	Budget Category	Total Cost
<b>DIRECT COSTS</b>		
A	Salaries and Wages	0
B	Fringe Benefits	0
C	Travel	\$2,000.00
D	Equipment	\$0.00
E	Supplies	\$1,937.00
F	Client Services	\$270,000.00
G	Construction	
H	Other Direct Costs	\$
I	<b>Total Direct Costs</b>	\$273,937.00
<b>INDIRECT COSTS</b>		
J	Indirect Costs	\$26,063.00
<b>Total Indirect Costs</b>		\$26,063.00
<b>Total Grant Amount Requested</b>		\$300,000.00

**L. Matching Funds**

Describe what other funding sources and/or matching funds your organization will be using to support and accomplish the goals of the Proposed Project. This information helps to provide a complete picture of what resources will be used to accomplish the Proposed Project. Be specific in your answer by including, for example, any other grants that may fund portions of the Proposed Project, in-kind donations, or volunteer time that assists in the delivery of Proposed Project services.

*Hidalgo County Community Service Agency (HCSA) has served well over 15,000 unduplicated individuals through July of this year via the Comprehensive Energy Assistance Program and the Community Services Block Grant programs this year alone. This assistance has reached over 6,500 low income and vulnerable households in Hidalgo County. In addition, Direct Energy Corporation has also provided private funding to reach additional households in*

*the County. The program offers a staff of 36 that range in duties from determining eligibility for these programs to fiscal oversight. The program has been providing services to the people of Hidalgo County for over 30 years.*

*The program has developed a full complement of pertinent forms and processes that allow individuals to apply for and qualify for assistance should they be determined program eligible. In addition, program staff develop and attend various community outreach events by which program information is disseminated to the general public. The program also partners with a large number of social service agencies to further extend the reach of assistance. Those partners range in mission from food banks and pantries to religious organizations. Other partners are come from the local, state and federal government sectors.*

*In addition, identified veterans can receive services through the Community Services Block Grant Case Management Program. This program targets those individuals who are actively trying to transition themselves out of poverty via improved education or job training. Program funds can augment tuition assistance programs by paying for testing fees, uniforms, books, school supplies, transportation assistance and even vehicle repairs. Basically, if there is an identified impediment to a person's successful transition out of poverty, case managers can help address those needs and provide assistance.*

*Finally, the program will take full advantage of the healthy working relationship that has developed with the 29 electric service providers doing business with HCSA. This relationship allows for important information exchange between the electric provider and the agency in order to head off interruption of electric service for the clients they serve. For low to moderate income residents, electric utility service can be a drain on their finances most especially when the temperature hits the 100 degree mark in Hidalgo County and the unbearable humidity increases the heat index to well over 110 degrees.*

*Hidalgo County Community Service Agency aims to use all of the resources at their disposal to serve the veteran population of Hidalgo County. We look forward to putting these dollars to work alongside other funds to better the quality of life for all of Hidalgo County.*

AI-57101

Urban County 15. A.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Olga Lerma,  
URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

**Information**

**CAPTION**

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purpose of ranking by Commissioner’s Court of at least three (3) professional engineering firms from the county’s approved “pool” as graded and evaluated by the City of Weslaco, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 29 (2016) City of Weslaco– Water/Sewer Improvements funds.

<b>Professional Service Firm</b>	<b>Grade</b>	<b>Ranked</b>
Cruz-Hogan Consultants, inc.	95.67%	
L & G Consulting Engineers, inc.	94.33%	
Sigler, Winston, Greenwood & Associates	92.00%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm \_\_\_\_\_ for a Urban County Program Year 29 (2016) City of Weslaco– Water/Sewer Improvements project.

**BACKGROUND**

Engineering will be conducted in the areas identified in Year 29 (2016) work plan.

Funds Available: \$277,064.00 YR 29 (2016) Water/Sewer Improvements

**Fiscal Impact**

**Attachments**

City of Weslaco Water/Sewer Grading-Ranking Grid

**Inbox**

Budget &amp; Management

Final Approval

Form Started By: Olga Lerma

Final Approval Date: 10/28/2016

**Reviewed By**

Veronica Ortiz

Monica Badillo

**Date**

10/28/2016 09:07 AM

10/28/2016 02:37 PM

Started On: 10/27/2016 03:40 PM

**City of Weslaco  
Professional Engineering Services  
Water/Sewer Improvements Project  
Year 29 (2016)  
Grading-Ranking Grid**

Criteria	Cruz – Hogan Consultants, Inc.			L & G Consulting Engineers, Inc.			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	20	20	20	20	20	16
Experience of Project Team/ Ability to Commit Resources	25	25	25	25	25	23	25	25	21
Methodology/ Experience/ Availability of Project Manager	20	20	16	20	20	17	20	19	18
Understanding of Project/Similar Projects	25	22	22	21	23	25	25	19	22
Familiarity with Applicable Rules & Regulations	7	10	10	8	6	10	8	10	8
<b>TOTALS</b>	97	97	93	94	94	95	98	93	85
<b>AVERAGES</b>	<b>287÷3=95.67%</b>			<b>283÷3=94.33%</b>			<b>276÷3=92%</b>		
<b>RATING</b>	<b>1</b>			<b>2</b>			<b>3</b>		

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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:		<b>TOTAL</b> 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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:		<b>TOTAL</b> 25
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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:		<b>TOTAL</b> 20
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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:		<b>TOTAL</b> 25
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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	2
Comments/Rationale For Points:		<b>TOTAL</b> 7
<b>Total Score</b>		97

Firm/Participant's Name: Cruz-Hogan Consultants, Inc.  
 Evaluator: Mardoqueo Hinojosa Department: Urban County Program  
 Project Name: Waterlines Improvements Project (2016) Date: \_\_\_\_\_

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

**EXHIBIT "B"**

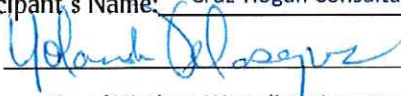
Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➤ 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: <i>Meet all criteria</i>		<b>TOTAL</b> 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meet all criteria</i>		<b>TOTAL</b> 25
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Meet all criteria</i>		<b>TOTAL</b> 20
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: <i>Meets most criteria, but must improve on their RFQ responsiveness and info. to be obtained</i>		<b>TOTAL</b> 22
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: <i>Meet all criteria</i>		<b>TOTAL</b> 10
<b>Total Score</b>		<b>97</b>

Firm/Participant's Name: Cruz-Hogan Consultants, Inc.  
 Evaluator: ANTONIO SANCHEZ Department: City of Weslaco  
 Project Name: Waterlines Improvements Project (2016) Date: 10/21/16

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

**EXHIBIT "B"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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 criteria. Licensed Engineers.		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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:		<b>TOTAL 25</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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	6
Comments/Rationale For Points: Although project engineers, is identified, unable to locate percentage of involvement.		<b>TOTAL 16</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➤ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Multiple references provided. Meets general criteria.		<b>TOTAL 22</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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		<b>TOTAL 10</b>
<b>Total Score</b>		<b>93</b>

Firm/Participant's Name: Cruz-Hogan Consultants  
 Evaluator:  Department: Purchasing Department  
 Project Name: City of Weslaco-Waterlines Improvements Project - Phase 2 Date: October 18, 2016

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➤ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points:		TOTAL 21
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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	3
Comments/Rationale For Points:		TOTAL 8
<b>Total Score</b>		<b>94</b>

Firm/Participant's Name: L & G Consulting Engineers, Inc.  
 Evaluator: Marloqueo Hinojosa Department: Urban County Program  
 Project Name: Waterlines Improvements Project (2016) Date: \_\_\_\_\_

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL <u>20</u>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meet all criteria</i>		TOTAL <u>35</u>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Meet all criteria</i>		TOTAL <u>20</u>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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: <i>Meets most criteria, but must address applicable rules and regulations</i>		TOTAL <u>23</u>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: <i>Must address applicable rules and regulations and narrative</i>		TOTAL <u>6</u>
<b>Total Score</b>		<b>94</b>

Firm/Participant's Name: L & G Consulting Engineers, Inc.

Evaluator: Antonio Barco Department: City of Weslaco

Project Name: Waterlines Improvements Project (2016) Date: 10-21-16

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

**EXHIBIT "B"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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 licensed engineers.		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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	10
Comments/Rationale For Points: Project team has extensive experience to effectively complete work. Unable to identify reporting responsibilities.		<b>TOTAL 23</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: Even though Organization charts identifies Project manager, wasn't able to locate percentage of involvement.		<b>TOTAL 17</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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: Has multiple projects with all types of municipalities w/ multiple references.		<b>TOTAL 25</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: Familiar with rules & regulations and guidelines.		<b>TOTAL 10</b>
<b>Total Score</b>		<b>95</b>

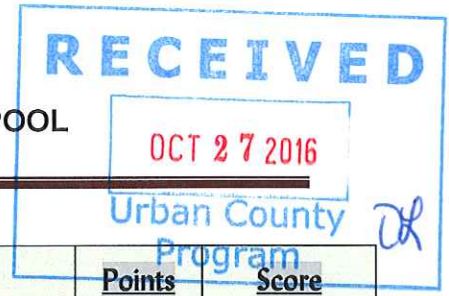
Firm/Participant's Name: L & G Consulting Engineers, Inc.

Evaluator: Yolanda Velazquez Department: Purchasing Department

Project Name: City of Weslaco-Waterlines Improvements Projects- Phase 2 Date: October 19, 2016

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

**EXHIBIT "B"**



Selection Criteria	Points	Score
<b>I. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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:		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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:		<b>TOTAL 25</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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:		<b>TOTAL 20</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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:		<b>TOTAL 25</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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:		<b>TOTAL 8</b>
<b>Total Score</b>		<b>98</b>

Firm/Participant's Name: Sigler, Winston, Greenwood & Associates  
 Evaluator: Mardoqueo Hinojosa Department: Urban County Program  
 Project Name: Waterlines Improvements Project (2016) Date: \_\_\_\_\_

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meet all criteria</i>		<b>TOTAL 20</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meet all criteria</i>		<b>TOTAL 25</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Meets most criteria, but must elaborate on firms approach to their methodology</i>		<b>TOTAL 19</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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: <i>Meets most criteria, but must improve on information to be gathered and RFQ responsiveness</i>		<b>TOTAL 19</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		<b>TOTAL 10</b>
<b>Total Score</b>		<b>93</b>

Firm/Participant's Name: Sigler, Winston, Greenwood & Associates

Evaluator: ANTONIO BARCO Department: City of Weslaco

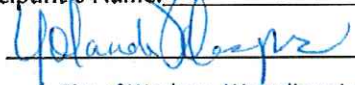
Project Name: Waterlines Improvements Project (2016)

Date: 10/21/16

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

**EXHIBIT "B"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	8
➤ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➤ Team members Identified in the organizational chart.	5	4
Comments/Rationale For Points: Vague information provided on organization chart.		<b>TOTAL 16</b>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ Designate engineering staff members in an appendix form	5	4
➤ 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: Experience of Staff was not very clear		<b>TOTAL 21</b>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➤ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➤ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Firm understands the scope of services for this project however, Project Manager did not appear to be 85 to 100% involved.		<b>TOTAL 18</b>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	5
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Firm appears to be familiar w/the County of Hidalgo Projects and the RFQ		<b>TOTAL 22</b>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➤ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Although firm has completed project for H.C. Their RFQ response was vague in this area		<b>TOTAL 8</b>
<b>Total Score</b>		<b>85</b>

Firm/Participant's Name: Cruz-Hogan Consultants  
 Evaluator:  Department: Purchasing Department  
 Project Name: City of Weslaco- Waterlines Improvements Projects-Phase 2 Date: October 19, 2016

**AI-57048**

**Urban County 15. B.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**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-Construction Materials Geo-Technical Testing 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 Street Improvement funds.

<b>Professional Service Firm</b>	<b>Grade</b>	<b>Ranked</b>
Raba-Kistner Consultants, Inc.	98.67%	
Fulcrum Consultants, Inc.	86.67%	
Earth Co.	84.33%	

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 Street Improvement project.

**BACKGROUND**

Geo-Technical/Material Testing services are being requested for a street Improvements project that consists of the reconstruction of streets and sidewalks, to include but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geo-technical and material testing fees, etc. Location: South FM 494 (From El Camino Real East to West), El Camino Real (East to West FM 494) & Anzaldua Dr. (From FM 494 to El Camino Real), Granjeno, TX 78572.

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**Fiscal Impact**

**Attachments**

**City of Granjeno Material-Testing 2016 Street Improvements**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 10:00 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Olga Lerma		Started On: 10/25/2016 04:42 PM
Final Approval Date: 10/28/2016		



RECEIVED

OCT 19 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
<b>1) STAFFING OF PROJECT TEAM – (25 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>25</b>
Met criteria		
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>20</b>
Met Criteria		
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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	9
Comments/Rationale for points:	<b>TOTAL</b>	<b>19</b>
Met criteria, Management plan needs some more information		
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>24</b>
Approach to complete the scope needs clarification		
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>10</b>
Met criteria		
	<b>TOTAL SCORE:</b>	<b>98</b>

Project Name: 2016 Granjeno Street Improvements  
Department: Hidalgo County Urban County Program  
Firm/Participant Name: Raba-Kistner Consultants, Inc.  
Evaluator: Mayor Yvette Cabrera Date: 10-19-2016

# 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
<b>1) STAFFING OF PROJECT TEAM – (25 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	<b>TOTAL</b>	<b>25</b>
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	<b>TOTAL</b>	<b>20</b>
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	<b>TOTAL</b>	<b>20</b>
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)</b>		
➤ 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: <i>Must address Appropriate Federal, State and local regulations</i>	<b>TOTAL</b>	<b>24</b>
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	<b>TOTAL</b>	<b>10</b>
<b>TOTAL SCORE:</b>		<b>99</b>

Project Name: 2016 Granjeno Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant Name: Raba-Kistner Consultants, Inc.

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
<b>1) STAFFING OF PROJECT TEAM -- (25 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>24</b>
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>20</b>
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>20</b>
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>25</b>
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>10</b>
<b>TOTAL SCORE:</b>		<b>99</b>

Project Name: 2016 Granjeno Street Improvements (Paving)

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
<b>1) STAFFING OF PROJECT TEAM – (25 points maximum)</b>		
➤ 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	3
Comments/Rationale for points:	<b>TOTAL</b>	<b>23</b>
<i>Needs clarification for comparative purposes</i>		
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ Designate experienced engineering staff to efficiently perform the work.	10	8
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	<b>TOTAL</b>	<b>18</b>
<i>Difficulty in determining experience in staff</i>		
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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	9
Comments/Rationale for points:	<b>TOTAL</b>	<b>19</b>
<i>Management Plan needs improvement</i>		
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)</b>		
➤ 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	4
Comments/Rationale for points:	<b>TOTAL</b>	<b>23</b>
<i>Responsiveness to RFQ needs to be organized.</i>		
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>10</b>
<i>Met criteria</i>		
	<b>TOTAL SCORE:</b>	<b>93</b>

Project Name: 2016 Granjeno Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant Name: Fulcrum

Evaluator: Mayor Yvette Cabrera

Date: 10-19-2016

# 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
<b>1) STAFFING OF PROJECT TEAM – (25 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	TOTAL	25
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	TOTAL	20
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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: <i>Did not mention type of equipment to be utilized</i>	TOTAL	17
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)</b>		
➤ 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: <i>Must demonstrate understanding of the project and RFQ responsive</i>	TOTAL	23
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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: <i>Must clearly indicate past experience and a complete narrative</i>	TOTAL	6
<b>TOTAL SCORE:</b>		<b>91</b>

Project Name: 2016 Granjeno Street Improvements

Department: Hidalgo County Urban County Program

Firm/Participant Name: Fulcrum

Evaluator: ANTONIO SARCO 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
<b>1) STAFFING OF PROJECT TEAM -- (25 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>18</b>
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>14</b>
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>15</b>
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>19</b>
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>10</b>
<b>TOTAL SCORE:</b>		<b>76</b>

Project Name: 2016 Granjeno Street Improvements (Paving)  
 Department: Urban County  
 Firm/Participant: Name: Fulcrum 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
<b>1) STAFFING OF PROJECT TEAM – (25 points maximum)</b>		
➤ 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: <i>Met criteria</i>	<b>TOTAL</b>	<b>25</b>
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ 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: <i>Met criteria</i>	<b>TOTAL</b>	<b>20</b>
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	9
➤ 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: <i>Needs information on equipment, and Management Plan.</i>	<b>TOTAL</b>	<b>17</b>
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)</b>		
➤ 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	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
Comments/Rationale for points: <i>lacking information to better understand the ability to do our Project</i>	<b>TOTAL</b>	<b>20</b>
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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	4
Comments/Rationale for points: <i>Needs more clarification on Rules and Regulations</i>	<b>TOTAL</b>	<b>8</b>
	<b>TOTAL SCORE:</b>	<b>90</b>

Project Name: 2016 Granjeno Street Improvements (Paving)

Department: Hidalgo County Urban County Program

Firm/Participant Name: Earth Co.

Evaluator: Mayor Yvette Cabrera Date: 10-19-2016

# 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
<b>1) STAFFING OF PROJECT TEAM – (25 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	<b>TOTAL</b>	<b>25</b>
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ Designate experienced engineering staff to efficiently perform the work.	10	8
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points: <i>Did not identify STAFF to perform work</i>	<b>TOTAL</b>	<b>16</b>
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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: <i>Meets all criteria</i>	<b>TOTAL</b>	<b>20</b>
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points maximum)</b>		
➤ 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: <i>Must address appropriate rules and regulations, information to be gathered and RFQ responsive</i>	<b>TOTAL</b>	<b>20</b>
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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 policies	5	3
Comments/Rationale for points: <i>Must include a complete narrative of appropriate rules and regulations and past experience</i>	<b>TOTAL</b>	<b>6</b>
<b>TOTAL SCORE:</b>		<b>87</b>

Project Name: 2016 Granjeno Street Improvements (Paving)

Department: Hidalgo County Urban County Program

Firm/Participant Name: Earth Co.

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
<b>1) STAFFING OF PROJECT TEAM -- (25 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>18</b>
<b>2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>14</b>
<b>3) METHODOLOGY (20 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>15</b>
<b>4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>19</b>
<b>5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum)</b>		
➤ 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:	<b>TOTAL</b>	<b>10</b>
<b>TOTAL SCORE:</b>		<b>76</b>

Project Name: 2016 Granjeno Street Improvements (Paving)  
 Department: Urban County  
 Firm/Participant: Name: Earth Co.  
 Evaluator: Heidi Garcia Ortiz Date: 09/26/16

**AI-57068**

**Urban County 15. C.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**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 Street Improvement funds.

<b>Professional Service Firm</b>	<b>Grade</b>	<b>Ranked</b>
Hinojosa Engineering, Inc.	95.00%	
Land Tech, Inc.	90.33%	
Terracon Consulting Engineers	88.67%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of \_\_\_\_\_ for the provision of engineering services for an Urban County Program Year 29 (2016) Granjeno Street Improvement project.

**BACKGROUND**

Project consists of the reconstruction of streets and sidewalks, to include but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geo-technical and material testing fees, etc. Location: South FM 494 (From El Camino Real East to West), El Camino Real (East to West FM 494) & Anzaldua Dr. (From FM 494 to El Camino Real), Granjeno, TX 78572.

**Fiscal Impact**

**Attachments**

**City of Granjeno Engineering Services St. Impo. Project**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/27/2016 10:05 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Olga Lerma		Started On: 10/26/2016 02:37 PM
Final Approval Date: 10/28/2016		

**City of Granjeno  
Engineering Services  
Street 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	20	20	20	20	20	20
Experience of Project Team	25	25	22	25	25	25	20	25	25
Experience/ Availability of Project Manager	20	20	16	16	18	17	15	20	20
Understanding of Project	23	23	24	19	22	24	17	25	21
Familiarity with Applicable Rules & Regulations	9	10	10	8	3	9	8	7	3
<b>TOTALS</b>	97	98	90	88	88	95	80	97	89
<b>AVERAGES</b>	285 % 3 = 95.00%			271 % 3 = 90.33%			266 %3 = 88.67%		
<b>RATING</b>									

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

**RECEIVED**  
OCT 19 2016  
Urban County Program *OK*

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meets criteria</i>		TOTAL 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meets criteria</i>		TOTAL 25
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Meets criteria</i>		TOTAL 20
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ Demonstrate and understanding of the scope of services	5	4
➤ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➤ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➤ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➤ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: <i>Need improvement on identifying scope of services</i>		TOTAL 23
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: <i>Need improvement on narrative</i>		TOTAL 9
<b>Total Score</b>		<b>97</b>

Firm/Participant's Name: Hinojosa Engineering, Inc.  
 Evaluator: Mayor Yvette Cabrera Department: HC- Urban County Program  
 Project Name: 2016 Granjeno St. Imp. (Paving) Date: 10-19-2016

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL <u>20</u>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL <u>25</u>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL <u>20</u>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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: <i>Meets most criteria, but must be more RFQ responsive</i>		TOTAL <u>23</u>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL <u>10</u>
<b>Total Score</b>		<b>98</b>

Firm/Participant's Name: Hinojosa Engineering, Inc.

Evaluator: Antonio Gano Department: HC- Urban County Program

Project Name: 2016 Granjeno St. Imp. (Paving)

Date: 9-13-16

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

**EXHIBIT "B"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> <u>18</u>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> <u>22</u>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> <u>16</u>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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		<b>TOTAL</b> <u>24</u>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> <u>10</u>
<b>Total Score</b>		<b>90</b>

Firm/Participant's Name: Hinjosa Engineering, INC

Evaluator:  Department: Purchasing

Project Name: Granjeno - 2016 Street Improvement Project : Date: September 07, 2016

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meets criteria</i>		TOTAL <u>20</u>
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meets criteria</i>		TOTAL <u>25</u>
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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	4
➤ 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: <i>Scope of Services needs a little more clarification</i>		TOTAL <u>16</u>
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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	4
➤ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: <i>Needs improvement on knowledge &amp; experience. More information needed.</i>		TOTAL <u>19</u>
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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	3
Comments/Rationale For Points: <i>Narrative needs more information</i>		TOTAL <u>8</u>
<b>Total Score</b>		<u>88</u>

Firm/Participant's Name: Land Tech, Inc.

Evaluator: Mayor Yvette Cabrera Department: HC- Urban County Program

Project Name: 2016 Granjeno St. Imp. (Paving) Date: 10-19-2016

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL 25
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Meets most criteria, but does not have (5) types of projects</i>		TOTAL 18
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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: <i>Meets most criteria, but must include appropriate Federal, State &amp; local regs.</i>		TOTAL 22
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: <i>Did not include past experience or narrative of applicable rules &amp; regulations</i>		TOTAL 3
<b>Total Score</b>		<b>88</b>

Firm/Participant's Name: Land Tech, Inc.

Evaluator: Antonio J ARCO Department: HC- Urban County Program

Project Name: 2016 Granjeno St. Imp. (Paving) Date: 9-13-16

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

**EXHIBIT "B"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> 25
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> 17
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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		<b>TOTAL</b> 24
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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:		<b>TOTAL</b> 9
<b>Total Score</b>		<b>95</b>

Firm/Participant's Name: Landtech, INC  
 Evaluator: Upfelasquez Department: Purchasing  
 Project Name: Granjeno -2016-Street Improvement Project Date: September 07, 2016

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meets criteria</i>		TOTAL 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Project composition was difficult to understand.</i>		TOTAL 20
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Need improvement on scope of services.</i>		TOTAL 15
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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: <i>Needs over all improvement on all.</i>		TOTAL 17
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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	5
Comments/Rationale For Points: <i>Governmental regulations were not found</i>		TOTAL 8
<b>Total Score</b>		<b>80</b>

Firm/Participant's Name: Terracon Consulting Engineers

Evaluator: Mayor Yvette Cabrera Department: HC- Urban County Program

Project Name: 2016 Granjeno St. Imp. (Paving) Date: 10-19-2016

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

**EXHIBIT "B"**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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:		<b>TOTAL</b> 25
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> 20
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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.		<b>TOTAL</b> 25
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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		<b>TOTAL</b> 7
<b>Total Score</b>		<b>97</b>

Firm/Participant's Name: Terracon Consulting Engineers

Evaluator:  Department: Purchasing

Project Name: Granjeno- 2016 Street Improvement Project Date: September 06, 2016

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

**EXHIBIT "B"**

Selection Criteria	Points	Score
<b>1. Professional Qualifications of Project Team (20 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL 20
<b>2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL 35
<b>3. Methodology/Experience/Availability of Project Manager (20 pts maximum)</b>		
➤ 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: <i>Meets all criteria</i>		TOTAL 20
<b>4. Understanding of Project/Similar Projects (25 pts maximum)</b>		
➤ 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: <i>Meets most criteria, but must address Applicable rules and regulations and be more RFQ responsive</i>		TOTAL 21
<b>5. Familiarity with Applicable Rules and Regulations (10 pts maximum)</b>		
➤ 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: <i>Must address past experience and provide a narrative on Applicable rules and Regulations.</i>		TOTAL 3
<b>Total Score</b>		<b>89</b>

Firm/Participant's Name: Terracon Consulting Engineers

Evaluator: Antonio Saco Department: HC- Urban County Program

Project Name: 2016 Granjeno St. Imp. (Paving) Date: 9-13-16

AI-57099

Urban County 15. D.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Olga Lerma,  
URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

**Information**

**CAPTION**

1. "Subject to: HB 1295 Compliance." The Urban County Program on behalf of the City of Progreso is requesting approval of a best and final negotiated contract for professional engineering services with LAZCAMREA, LLC dba Fulcrum Consulting Services, in the amount of \$24,266.00 utilizing CDBG FY 29 (2016) Progreso Street Improvement funds.

2. Requesting approval of Work Authorization No. 1 – Progreso 2016 Street Improvements project in the amount of \$24,266.00.

**BACKGROUND**

Hidalgo County Commissioner’s Court approved authority to negotiate contract with the firm of LAZCAMREA, LLC dba Fulcrum Consulting Services for the purpose of professional engineering services for the 2016 Progreso Street Improvements Project. See attached negotiated contract and Work Authorization No. 1.

Contract Amount: \$24,266.00

Available Funds: \$231,975.00 2016 Street Improvements

**Fiscal Impact**

**Attachments**

Agreement with Fulcrum Consulting Services  
ins

**Form Review**

**Inbox**

**Reviewed By**

**Date**

Budget & Management

Veronica Ortiz

10/28/2016 08:00 AM

Glinda Pacheco

Glinda Pacheco

10/28/2016 10:25 AM

Final Approval

Monica Badillo

10/28/2016 02:37 PM

Form Started By: Olga Lerma

Started On: 10/27/2016 03:32 PM

Final Approval Date: 10/28/2016



# FULCRUM

CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

October 12, 2016

Mrs. Monica Leal  
UCP Project Coordinator  
427 E. Duranta, Suite 107  
Alamo, TX 78516

Re: City of Progreso 2016 Street Improvement Project  
Project No: 5016-65-0311-5000-6500-UCP-ML  
Best & Final Offer

Mrs. Leal,

Our best and final offer for Engineering Services for this project is \$24,266.00. Our scope of services for this project includes basic engineering, design geotechnical services and construction material testing. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,  
Fulcrum Consulting Services

Daniel Campos, P.E.

XC: Mr. Fred Espinosa – City Manager, City of Progreso  
Fulcrum Consulting Services – Office File

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made effective the 1<sup>st</sup> day of November, 2016 by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** (“County”) and **LAZCAMREA, LLC dba Fulcrum Consulting Services** of La Feria, 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 Progreso- Street Improvements Project**

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

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

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

**3. Term.** This Agreement is for a period of **one (1) year**, effective **November 1, 2016**, and will expire **November 1, 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.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return

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

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

If to Engineer:       **LAZCAMREA, LLC dba Fulcrum Consulting Services**  
Attn: Dan Campos P.E.,  
207 E. Magnolia Ave.  
La Feria, Texas 78599

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the 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: November 1, 2016

**ENGINEER:**  
LAZCAMREA, LLC dba Fulcrum Consulting Services

By: \_\_\_\_\_

Printed Name Dan Campos

Title: P.E. – Vice President

**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



# FULCRUM

## CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

City of Progreso  
2016 Street Improvement Project  
Project No: 5016-65-0311-5000-6500-UCP-ML  
Scope of Services

The scope involves restoration of deteriorated asphalt pavement caused by weathering and aging and structural failure caused by traffic loading. The following restoration measures are being proposed for the treatment of these City streets: thin non-structural overlay (less than 2"), structural overlay (2" or more), milling and removal of deterioration and complete reconstruction. Included in the scope of services, is geotechnical analysis required during the design phase for surfaces requiring reconstruction and construction materials testing required during the construction phase.

With the assistance of City personnel, an inventory of all City streets has been compiled in order to evaluate the condition of existing City street pavements. A priority list has been developed based on the severity of the asphalt pavement deterioration.

A comprehensive evaluation using data collected and an assessment completed based on road characteristics such as; roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Using the assessment, a cost effective strategy for street restoration was developed.

Our office proposes to convey these strategies into a set of contract documents for the following streets and intersections:

1. Mills St. - from the intersection of Malone Street and Mills Street south approximately 1,009 L.F. south along Mills Street to the intersection of Mills and Watts Street.
2. Colonia Jesus Maria Street: Reconstruction limits from the intersection of Colonia Jesus Maria and Catarina Road west along Colonia Jesus Maria Street. Approximately 1,300 L.F.

**EXHIBIT C**  
-Engineer Contract Rates

**CITY OF PROGRESO**  
 Project Name: City of Progreso 2016 Street Improvement Project

Planning & Engineering										
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.			
101 - Project Administration	11	3	5	5	0	0	4			
101 - Field Work & Design Criteria	8	7	13	11	21	16	5			
101 - Final Design	8	7	18	16	20	17	9			
101 - Construction	0	5	0	5.5	6	6	8			
<b>TOTAL HOURS</b>	<b>27</b>	<b>22</b>	<b>36</b>	<b>37.5</b>	<b>55</b>	<b>39</b>	<b>26</b>			
<b>BILLING RATE</b>	<b>\$150.00</b>	<b>\$140.00</b>	<b>\$110.00</b>	<b>\$65.00</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$50.00</b>			
<b>SUBTOTAL - LABOR COST</b>	<b>\$4,050.00</b>	<b>\$3,080.00</b>	<b>\$3,960.00</b>	<b>\$2,437.50</b>	<b>\$3,300.00</b>	<b>\$2,340.00</b>	<b>\$1,300.00</b>			
<b>TOTAL ENGINEERING</b>										<b>\$20,466.00</b>

Geotechnical Engineering (Design Phase)						
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.	
101 - Project Administration	0	0	0	0	6	
101 - Field Work & Design Criteria	0	4	0	15	0	
101 - Final Design	4	0	6	0	0	
101 - Construction	0	0	0	0	0	
<b>TOTAL HOURS</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>15</b>	<b>6</b>	
<b>BILLING RATE</b>	<b>\$135.00</b>	<b>\$110.00</b>	<b>\$95.00</b>	<b>\$40.00</b>	<b>\$25.00</b>	
<b>SUBTOTAL - LABOR COST</b>	<b>\$540.00</b>	<b>\$440.00</b>	<b>\$570.00</b>	<b>\$600.00</b>	<b>\$150.00</b>	
<b>TOTAL ENGINEERING</b>						<b>\$2,300.00</b>

Construction Phase Material Testing					
	Technician	Principal	Project Engineer	Admin. Assist.	
101 - Project Administration	0	0	0	2	
101 - Field Work & Design Criteria	0	1	4	0	
101 - Final Design	0	0	0	0	
101 - Construction	9	2	3	0	
<b>TOTAL HOURS</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>2</b>	
<b>BILLING RATE</b>	<b>\$40.00</b>	<b>\$135.00</b>	<b>\$95.00</b>	<b>\$35.00</b>	
<b>SUBTOTAL - LABOR COST</b>	<b>\$360.00</b>	<b>\$405.00</b>	<b>\$665.00</b>	<b>\$70.00</b>	
<b>TOTAL ENGINEERING</b>					<b>\$1,500.00</b>

**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, **LAZCAMREA, LLC dba Fulcrum Consulting Services** professional engineers of **La Feria**, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the "engineering services" to provide **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 **\$24,266.00**. 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 **3** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **1** shall be funded through funding source:

Account No. **5016-65-0311-5000-6500-UCP-ML**

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 November 1, 2016 as indicated below and effective as of 1<sup>st</sup> day of November 2016.

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**THE ENGINEER:**

\_\_\_\_\_  
By: Dan Campos, P.E – Vice President

# **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



# FULCRUM

## CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

City of Progreso  
2016 Street Improvement Project  
Project No: 5016-65-0311-5000-6500-UCP-ML  
Scope of Services

The scope involves restoration of deteriorated asphalt pavement caused by weathering and aging and structural failure caused by traffic loading. The following restoration measures are being proposed for the treatment of these City streets: thin non-structural overlay (less than 2"), structural overlay (2" or more), milling and removal of deterioration and complete reconstruction. Included in the scope of services, is geotechnical analysis required during the design phase for surfaces requiring reconstruction and construction materials testing required during the construction phase.

With the assistance of City personnel, an inventory of all City streets has been compiled in order to evaluate the condition of existing City street pavements. A priority list has been developed based on the severity of the asphalt pavement deterioration.

A comprehensive evaluation using data collected and an assessment completed based on road characteristics such as; roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Using the assessment, a cost effective strategy for street restoration was developed.

Our office proposes to convey these strategies into a set of contract documents for the following streets and intersections:

1. Mills St. - from the intersection of Malone Street and Mills Street south approximately 1,009 L.F. south along Mills Street to the intersection of Mills and Watts Street.
2. Colonia Jesus Maria Street: Reconstruction limits from the intersection of Colonia Jesus Maria and Catarina Road west along Colonia Jesus Maria Street. Approximately 1,300 L.F.

**EXHIBIT C**  
-Engineer Contract Rates

**CITY OF PROGRESO**  
 Project Name: City of Progreso 2016 Street Improvement Project

Planning & Engineering										
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.			
101 - Project Administration	11	3	5	5	8	0	4			
101 - Field Work & Design Criteria	8	7	13	11	21	16	5			
101 - Final Design	8	7	18	16	20	17	9			
101 - Construction	0	5	0	5.5	6	6	8			
<b>TOTAL HOURS</b>	<b>27</b>	<b>22</b>	<b>36</b>	<b>37.5</b>	<b>55</b>	<b>39</b>	<b>26</b>			
<b>BILLING RATE</b>	<b>\$150.00</b>	<b>\$140.00</b>	<b>\$110.00</b>	<b>\$65.00</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$50.00</b>			
<b>SUBTOTAL - LABOR COST</b>	<b>\$4,050.00</b>	<b>\$3,080.00</b>	<b>\$3,960.00</b>	<b>\$2,437.50</b>	<b>\$3,300.00</b>	<b>\$2,340.00</b>	<b>\$1,300.00</b>			
<b>TOTAL ENGINEERING</b>										<b>\$20,466.00</b>

Geotechnical Engineering (Design Phase)						
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.	
101 - Project Administration	0	0	0	0	6	
101 - Field Work & Design Criteria	0	4	0	15	0	
101 - Final Design	4	0	6	0	0	
101 - Construction	0	0	0	0	0	
<b>TOTAL HOURS</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>15</b>	<b>6</b>	
<b>BILLING RATE</b>	<b>\$135.00</b>	<b>\$110.00</b>	<b>\$95.00</b>	<b>\$40.00</b>	<b>\$25.00</b>	
<b>SUBTOTAL - LABOR COST</b>	<b>\$540.00</b>	<b>\$440.00</b>	<b>\$570.00</b>	<b>\$600.00</b>	<b>\$150.00</b>	
<b>TOTAL ENGINEERING</b>						<b>\$2,300.00</b>

Construction Phase Material Testing						
	Technician	Principal	Project Engineer	Admin. Assist.		
101 - Project Administration	0	0	0	2		
101 - Field Work & Design Criteria	0	1	4	0		
101 - Final Design	0	0	0	0		
101 - Construction	9	2	3	0		
<b>TOTAL HOURS</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>2</b>		
<b>BILLING RATE</b>	<b>\$40.00</b>	<b>\$135.00</b>	<b>\$95.00</b>	<b>\$35.00</b>		
<b>SUBTOTAL - LABOR COST</b>	<b>\$360.00</b>	<b>\$405.00</b>	<b>\$665.00</b>	<b>\$70.00</b>		
<b>TOTAL ENGINEERING</b>						<b>\$1,500.00</b>

**City of Progreso**  
**Mills & Colonia Jesus Maria Street Improvements - Cost Estimate**  
**Project No. 5016-65-0311-5000-6500-UCP-ML**  
**Hidalgo County, Texas**

CONSTRUCTION ESTIMATE						
Street Name	Item	Description	Unit	Unit Price	Quantity	Total
	1	Mobilization/Demobilization	Each	\$10,000.00	1	\$10,000.00
	2	Traffic Control	Each	\$8,000.00	1	\$8,000.00
Mills Street	3	Prime Coat (MC-30) (0.2 GAL/S.Y.)	GAL.	\$8.00	420	\$3,360.00
Mills Street	4	2" HMAC Pavement, Type D	S.Y.	\$12.00	2,100	\$25,200.00
Mills Street	5	8" Compacted Caliche Base - Type D, Grade 6	S.Y.	\$9.00	2,340	\$21,060.00
Mills Street	6	6" Subgrade Prep, Lime Stabilized	S.Y.	\$8.00	2,675	\$21,400.00
Col. Jesus Maria	7	Prime Coat (MC-30) (0.2 GAL/S.Y.)	GAL.	\$8.00	695	\$5,560.00
Col. Jesus Maria	8	2" HMAC Pavement, Type D	S.Y.	\$12.00	3,467	\$41,604.00
Col. Jesus Maria	9	8" Compacted Caliche Base - Type D, Grade 6	S.Y.	\$9.00	3,756	\$33,804.00
Col. Jesus Maria	10	6" Subgrade Prep, Lime Stabilized	S.Y.	\$8.00	4,334	\$34,672.00
					<b>Subtotal:</b>	<b>\$204,660.00</b>
ENGINEERING						
	11	Basic Engineering (10%)				\$20,466.00
	12	Geotechnical Engineering ( Design)				\$2,300.00
	13	Geotechnical Consultant ( Design Phase Only)				\$1,500.00
					<b>Subtotal:</b>	<b>\$24,266.00</b>

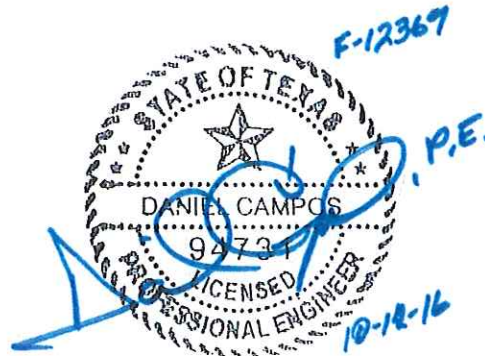
**Total Project Cost: \$228,926.00**

**Notes:**

Mills Street : Reconstruction limits from the intersection of Malone Street and Mills Street south approximately 1,009 L.F. south along Mills Street to the intersection of Mills and Watts Street.

Colonia Jesus Maria Street: Reconstruction limits from the intersection of Colonia Jesus Maria and Catarina Road west along

Prepared By:



**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 **LAZCAMREA, LLC dba Fulcrum Consulting Services** Professional Engineers of, **La Feria**, Texas, hereinafter called the “**Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ 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:**  
**LAZCAMREA, LLC dba Fulcrum Consulting Services**

**THE OWNER:**  
**HIDALGO COUNTY**

\_\_\_\_\_  
By: Dan Campos, P.E. -Vice President

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

(as required)

**EXHIBIT F**  
-Certificates of Insurance



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-118136

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.

LAZCAMREA, LLC DBA Fulcrum Consulting Services  
Harlingen, TX United States

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

Urban County Program

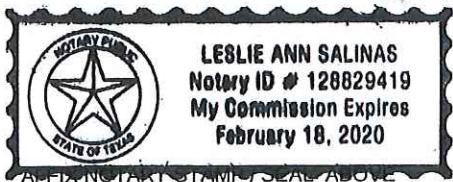
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5016-65-0311-5000-6500  
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.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Daniel Campos, P.E.*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Daniel Campos, this the 29th day of September, 2016, to certify which, witness my hand and seal of office.

*Leslie Ann Salinas*  
Signature of officer administering oath

Leslie Ann Salinas  
Printed name of officer administering oath

Notary of Texas  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

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

LAZCAMREA, LLC DBA Fulcrum Consulting Services  
Harlingen, TX United States

Certificate Number:  
2016-118136

Date Filed:  
09/29/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Urban County Program

Date Acknowledged:  
10/12/2016

**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.**

5016-65-0311-5000-6500  
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.**



**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-57102**

**Urban County 15. E.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

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

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

**Department:** URBAN COUNTY

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**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 \$30,012.37 for the Sullivan City Fire Dept. (FY 2016).

**BACKGROUND**

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

Vendor: **Casco Industries, Inc.**

Purchase Amount: **\$30,012.37**

Funds Available: **\$32,248.00 FY 29 (2016) Fire Station/Equipment**

---

**Fiscal Impact**

**Attachments**

Price proposal Sullivan City Fire Dept

CASCO Form 1295

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 09:05 AM
Merlen P. Munoz	Merlen P. Munoz	10/28/2016 09:26 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Olga Lerma		Started On: 10/27/2016 03:46 PM
Final Approval Date: 10/28/2016		

# 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  
 Vendor #1 Name: Casco Industries, INC. Fire Equipment Sales and Service Contract No.: 432-13 Phone: (281) 443-0999

Quantity	Description of Items	Price per Unit	Total Amount
10	GLO-82782DT ✓ 7.5oz ADVANCE GX-7 TAN OUTER ✓ ARALITE NP THERMAL ✓ GORE RT700 MOISTURE BARRIER ✓ NYC STYLE LY TRIPLE TRIM ✓ VELCRO & SNAPS FOR HANGING LETTER PATCH ✓ STD ZIPPER IN/VELCRO OUT CLOSURE ✓ STD DUAL ACTION POCKETS W/HANDWARMER ✓ SURVIVOR FLASHLIGHT HOLDER RC ✓ 13PB RADIO POCKET 3X3.5X9" LEFT CHEST ✓ SELF MIC STRAP ABV RAD PKT LC ✓ NOMEX HAND & WRIST GUARDS ✓ STD DRAG RESCUE DEVICE ✓ DRAGONHIDE CUFFS ✓ BLACK HANGING LETTER PATCH	1,039.02	10,390.20
10	GLO-92782DT ✓ 7.5oz ADVANCE GX-7 TAN OUTER ✓ ARALITE NP THERMAL ✓ GORE RT7100 MOISTURE BARRIER ✓ LY TRIPLE TRIM AROUND CUFFS ✓ STD VELCRO/LEATHER PANT SNAP CLOSURE ✓ SILIZONE PADDED KNEES ✓ DRAGONHIDE KNEES ✓ DRAGONHIDE CUFFS ✓ STD 2X10X10 EXP POCKETS ✓ SUSPENDER LOOPS IPO BUTTONS	1,027.39	10,273.90
10	SHE-5228 FIREFIGHTING GLOVE	53.99	539.90
10	GLO-1201400 SUPREME LEATHER BOOTS	385.00	3,850.00







# 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

<b>To:</b> SULLIVAN CITY FD <b>Attn:</b> CHIEF PENA <b>Fax:</b> <b>E-Mail:</b> firedept@sullivancity.org	<b>Ship to:</b> Same  <b>BUY-BOARD #432-13 GX-7</b>
---	---

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
9/14/16	BOB YANCY		Best Way	DESTINATION	NET 30 Days

Qty	Description	List Price	Unit Price	Total
10	GLO-82782DT ✓ 7.5oz ADVANCE GX-7 TAN OUTER ✓ ARALITE NP THERMAL ✓ GORE RT700 MOISTURE BARRIER ✓ NYC STYLE L/Y TRIPLE TRIM ✓ VELCRO & SNAPS FOR HANGING LETTER PATCH ✓ STD ZIPPER IN/VELCRO OUT CLOSURE ✓ STD DUAL ACTION POCKETS W/HANDWARMER ✓ SURVIVOR FLASHLIGHT HOLDER RC ✓ 13PB RADIO POCKET 3X3.5X9" LEFT CHEST ✓ SELF MIC STRAP ABV RAD PKT LC ✓ NOMEX HAND & WRIST GUARDS ✓ STD DRAG RESCUE DEVICE ✓ DRAGONHIDE CUFFS ✓ BLACK HANGING LETTER PATCH	1,598.50	1,039.02	10,390.20
10	GLO-92782DT ✓ 7.5oz ADVANCE GX-7 TAN OUTER ✓ ARALITE NP THERMAL	1,580.60	1,027.39	10,273.90

*35% off*

*35% off*

	<ul style="list-style-type: none"> <li>✓ GORE RT7100 MOISTURE BARRIER</li> <li>✓ L/Y TRIPLE TRIM AROUND CUFFS</li> <li>✓ STD VELCRO/LEATHER PANT SNAP CLOSURE</li> <li>✓ SILIZONE PADDED KNEES</li> <li>✓ DRAGONHIDE KNEES</li> <li>✓ DRAGONHIDE CUFFS</li> <li>✓ STD 2X10X10 EXP POCKETS</li> <li>✓ SUSPENDER LOOPS IPO BUTTONS</li> </ul>			
10	SHE-5228 FIREFIGHTING GLOVE	25% off 71.99	53.99	539.90
10	GLO-1201400 SUPREME LEATHER BOOTS	30% off 550.00	385.00	3,850.00
10	PGI-3038185 NOMEX ULTIMATE HOOD	22% off 23.00	17.94	179.40
10	CRN-TRD71123122 1044 TRADITIONAL HELMET	40% off 385.00	231.00	2,310.00
9	PGI-6500272 NOMEX IIIA YELLOW WILDLAND JUMPSUIT	22% off 351.70	274.33	2,468.97

<b>Sub Total</b>	<b>\$30,012.37</b>
<b>Shipping</b>	<b>NONE</b>
<b>TOTAL</b>	<b>\$30,012.37</b>

-----  
BOB YANCY / Sales Representative  
byancy@cascoindustries.com



## Vendor Contract Information

[Back](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

### Refine Your Search:

Vendors

Casco Industries, Inc.[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

### Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

### [Additional Resources](#)

**Vendor Name:** Casco Industries, Inc.

**Address:** 607 West 62 Street  
Shreveport, LA 71106

**Phone Number:** (800) 551-8787

**Alternate Phone Number:** (318) 865-5107

**Email:** david@cascoindustries.com

**Website:** <http://www.cascoindustries.com>

**Federal ID:** 72-0698936

**Contact:** David Stewart

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veteran Owned:** No

**EDGAR:** No

**Contract Name:** Public Safety & Fire House Supplies & Equipment

**Contract#:** 432-13

**Effective Date:** 04/01/2014

**Expiration Date:** 03/31/2017

**Payment Terms:** Net 30 days

**Delivery Days:** 60

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** Arkansas, Colorado, Louisiana, New Mexico, Oklahoma, Texas

**Quote Reference Number:** 432-13

**Return Policy:** Must call for RGA within 10 days of order receipt

### Contract Documents

**EDGAR Notice:** [Click to view EDGAR Notice](#)

**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)

**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919



## 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  results

Narrow Results:

Vendor	Description
<a href="#">Casco Industries, Inc.</a>	35% Discount Off Globe pricelist for all Turnout Gear <i>GLO - 8278DT \$ GLO - 92782DT</i>
<a href="#">Casco Industries, Inc.</a>	30% Discount Off Globe pricelist for all Fire Fighters Protective Boots
<a href="#">Casco Industries, Inc.</a>	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: 35% Discount Off of Globe pricelist for all Turnout Gear

Showing 1 to 3 of 3 entries (filtered from 28 total entries)

[First](#) [Previous](#) [1](#) [Next](#) [Last](#)



## Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Show  results

Narrow Results:

Vendor	Description
<a href="#">Casco Industries, Inc.</a>	25% Discount Off Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
<i>SHE - 5228</i>	

### Refine Your Search:

Vendors

Casco Industries, Inc. [X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

### Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: <http://www.cascoindustries.com>

Full Description: 25% Discount Off of Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets and

Showing 1 to 1 of 1 entries (filtered from 28 total entries)

### Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

### Additional Resources



## 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

Show  results

Narrow Results:

Vendor	Description
<a href="#">Casco Industries, Inc.</a>	35% Discount Off Globe pricelist for all Turnout Gear
<a href="#">Casco Industries, Inc.</a>	30% Discount Off Globe pricelist for all Fire Fighters Protective Boots

*GLO - 1201400*

### 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

### Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

[Casco Industries, Inc.](#) 20% Discount Off Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Showing 1 to 3 of 3 entries (filtered from 28 total entries)

[First](#) [Previous](#) [1](#) [Next](#) [Last](#)

### [Additional Resources](#)



## Search Results

Search:

Show  results

Narrow Results:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendor	Description
<a href="#">Casco Industries, Inc.</a>	22% Discount Off PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags <i>PGI - 3038185</i>

### Refine Your Search:

Vendors

Casco Industries, Inc.[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

### Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: <http://www.cascoindustries.com>

Full Description: 22% Discount Off of PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and G

Showing 1 to 1 of 1 entries (filtered from 28 total entries)

### Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

### Additional Resources



## 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  results

Narrow Results:

Vendor	Description
<a href="#">Casco Industries, Inc.</a>	40% Discount Off MSA pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags <i>1044 TRADITIONAL HELMET</i>

#### Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: <http://www.cascoindustries.com>

Full Description: 40% Discount Off of MSA pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

<a href="#">Casco Industries, Inc.</a>	28% Discount Off ESS pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
<a href="#">Casco Industries, Inc.</a>	25% Discount Off Shelby pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
<a href="#">Casco Industries, Inc.</a>	22% Discount Off PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
<a href="#">Casco Industries, Inc.</a>	20% Discount Off Life Liners pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags
<a href="#">Casco Industries, Inc.</a>	20% Discount Off Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Showing 1 to 6 of 6 entries (filtered from 28 total entries)

[First](#) [Previous](#) [1](#) [Next](#) [Last](#)



## 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

Show  results

Narrow Results:

Vendor	Description
<a href="#">Casco Industries, Inc.</a>	22% Discount Off PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags <i>PGI - 6500272</i>

### Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Vendor Website: <http://www.cascoindustries.com>

Full Description: 22% Discount Off of PGI pricelist for all Protective Clothing and Rescue Gear including Helmets and G

Showing 1 to 1 of 1 entries (filtered from 28 total entries)

### Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

### [Additional Resources](#)

Fiscal year thru period ending 10/31/2016

77

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5003 77 0315 5200 7722 . . . . . A.J. CONSTRUCTION	.00	24,921.00	.00	24,921.00	.00	100.0%
5004 77 0315 5100 7710 . . . . . ALCOCER GARCIA ASSOCIATES	.00	25,000.00	.00	25,000.00	.00	100.0%
5004 77 0315 5200 7722 . . . . . A.J. CONSTRUCTION	.00	273,749.00	.00	273,749.00	.00	100.0%
5004 77 0315 5425 7701 . . . . . SIDONS FIRE APPARATUS	.00	77,195.59	.00	77,195.59	.00	100.0%
5005 77 0315 5425 7701 . . . . . SIDONS FIRE APPARATUS	.00	231,914.75	.00	231,914.75	.00	100.0%
5016 77 0315 5000 7700 . . . . . FIRE STATION/EQUIPMENT	.00	.00	.00	32,248.00	32,248.00	.0%
Total Expenditure	.00	632,780.34	.00	665,028.34	32,248.00	95.2%

KEY

■Amendments ■Surplus Funding  
 ■Recaptured ■Forfeited

2016	SULLIVAN CITY	\$251,975.00
<b>21A</b> <b>Exempt</b> <b>58.34(a)(3)</b>	<b>GENERAL PROGRAM ADMINISTRATION</b> Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities.  Location: City Hall 500 Cenizo Avenue, Sullivan City, Texas 78595	<b>\$3,000.00</b>
<b>030</b> <b>Cat. Excl.</b> <b>Not Subj. to:</b> <b>58.35 (b)(3)</b>	<b>FIRE STATIONS/EQUIPMENT</b> Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, 10 sets of bunker gear (pants, helmets, boots, gloves and hoods, suspenders and lights).  Location: 500 Cenizo Avenue, Sullivan City, TX 78595 Census Data: Place # 70868 National Objective: 69.75% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	<b>\$36,000.00</b> <del>-\$3,752.00</del> <b>\$32,248.00</b>
<b>031</b> <b>Environmental Assessment</b> <b>58.36</b>	<b>FLOOD DRAINAGE IMPROVEMENTS</b> Project consists of the construction of a swale/bar ditch and valley gutters, to include but not limited to the installation of driveway culvert pipes, safety ends, related street resurfacing improvements and replacement of existing driveways up to property line. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc.  Location: El Pinto Road (from Expressway 83 to Bluebird Street), Sullivan City, TX 78595 Census Data: 0242.01 (03) National Objective: 78.59% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	<b>\$216,727.00</b>

\$ 32,248.<sup>00</sup>  
Available

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
**2016-126322**

Date Filed:  
**10/19/2016**

Date Acknowledged:

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

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.

Sullivan 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.

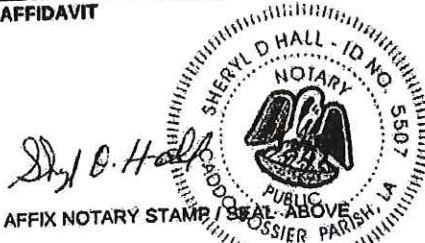
432-13  
Bunker Gear

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.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Bob Yancy  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said AGENT: Bob Yancy, this the 19th day of October, 2016, to certify which, witness my hand and seal of office.

Doug Schaumburg  
Signature of officer administering oath

Doug Schaumburg  
Printed name of officer administering oath

PRESIDENT / OWNER  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Certificate Number:  
 2016-126322

Date Filed:  
 10/19/2016

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

Sullivan Fire Department

Date Acknowledged:  
 10/24/2016

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.

432-13  
 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.

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-57097

Urban County 15. F.

CC - REGULAR

**Meeting Date:** 11/01/2016

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

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

**Department:** URBAN COUNTY

**Information**

**CAPTION**

1. "Subject to: HB 1295 Compliance." The Urban County Program on behalf of the City of Weslaco is requesting approval of a best and final negotiated contract for construction materials testing services with Raba Kistner Consultants, Inc., in the amount of \$37,018.14 utilizing CDBG FY 28 (2015) Weslaco Water/Sewer Improvement funds.

2. Requesting approval of Work Authorization No. 1 – Weslaco Waterline Improvements project in the amount of \$37,018.14.

**BACKGROUND**

Hidalgo County Commissioner’s Court approved authority to negotiate contract with the firm of Raba Kistner Consultants, Inc. for the purpose of construction materials testing services for the Weslaco Waterline Improvements project. See attached negotiated contract and Work Authorization No. 1.

Contract Amount: \$37,018.14

Available Funds: \$50,988.06 2015 Water/Sewer Improvements

**Fiscal Impact**

**Attachments**

Agreement Raba Kistner Consultants, Inc  
Raba Kistner Insurance & Form 1295

**Form Review**

**Inbox**

**Reviewed By**

**Date**

Budget & Management

Veronica Ortiz

10/28/2016 09:06 AM

Final Approval

Monica Badillo

10/28/2016 02:37 PM

Form Started By: Olga Lerma

Started On: 10/27/2016 03:28 PM

Final Approval Date: 10/28/2016

**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF HIDALGO   §**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made effective the 1<sup>st</sup> day of November, 2016 by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **RABA KISTNER CONSULTANTS, INC.** of McAllen, a Texas Corporation ("Engineer").

**WITNESSETH:**

**WHEREAS**, the County is vested with the responsibility of providing "**CONSTRUCTION MATERIALS TESTING SERVICES**" (on an as needed basis) 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 Weslaco – Waterline 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 **November 1, 2016**, and will expire **November 1, 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 23 herein.

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

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

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

- 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.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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:               **RABA KISTNER CONSULTANTS, INC.**  
  Attn: Isidoro Arjona, PE, PMP, Vice President  
  800 East Hackberry  
  McAllen, Texas 78501

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

**ENGINEER:  
RABA KISTNER CONSULTANTS, INC.**

By: \_\_\_\_\_

Printed Name Isidoro Arjona

Title: Vice President

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**Approved by Commissioners' Court on: November 1, 2016.**

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**ATTACHMENTS:**

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

# **EXHIBIT A**

## **-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



Proposal No.: PMD16-118-00  
October 11, 2016

**Raba Kistner  
Consultants, Inc.**  
800 E. Hackberry  
McAllen, TX 78501  
www.rkci.com

Ms. Monica Leal, Program Coordinator II  
Hidalgo Urban County Program  
427 E. Duranta Ave, Suite 107  
Alamo, Hidalgo County, Texas 78516

**P 956.682.5332**  
**F 956.682.5487**  
TBPE Firm F-3257  
TBPLS Firm 10193784

**RE: Proposal for Construction Materials Observation and Testing Services  
Proposed City of Weslaco Water Line Improvements  
Iowa Avenue, Michigan Avenue, Oregon Avenue, East 4<sup>th</sup> Street and East 5<sup>th</sup> Street,  
Weslaco, Hidalgo County, Texas**

Dear Ms. Leal

**RABA KISTNER Consultants, Inc. (RKCI)** is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is as follow:

<b>Iowa Avenue</b>	<b>\$10,167.03</b>
<b>Michigan Avenue</b>	<b>\$ 5,857.56</b>
<b>Oregon Avenue</b>	<b>\$ 5,754.65</b>
<b>East 4<sup>th</sup> Street</b>	<b>\$ 4,922.75</b>
<b>East 5<sup>th</sup> Street</b>	<b>\$10,316.15</b>
<b>Grand Total</b>	<b>\$37,018.14</b>

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specification provided to us via electronic-mail attachment by Mr. Marc Ramirez, P.E. with Cruz And Hogan Consultants, Inc., the projects consulting firm on Monday, October 10, 2016, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Pages 4 thru 10 of this document. The means/methods, sequencing, and scheduling of the Contractor and it's Subcontractors, can significantly impact our estimate of the probable cost

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

**RABA KISTNER Consultants, Inc.**

Jorge L. Perez  
Supervisor, CME

JLP/WP/EA  
Attachments: Basic Charges

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Copies submitted: Above (1)

**BASIC CHARGES**



**EXHIBIT C**  
-Engineer Contract Rates

**BASIC CHARGES**

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip)	_____	1.00/Hour
Vehicle Trip Charge	_____	\$ 46.75

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you **CLIENT** apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the **CLIENT**. **RKCI** will invoice these tests separately to allow **CLIENT** to segregate the charges from our normal charges. This will allow **CLIENT** to back charge the general contractor as necessary. **CLIENT** will be responsible for payment of all services rendered by **RKCI** for the project.
8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.



**CONSTRUCTION MATERIALS TESTING UNIT RATES**

**Iowa Avenue**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Earthwork:</b>				
1. Moisture-Density Relationship (Proctor)	\$230.00	each	3	\$690.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$84.00	each	3	\$252.00
3. Sieve Analysis -200	\$56.75	each	2	\$113.50
4. Sieve Analysis - Flexible Base Material	\$56.75	each	1	\$56.75
5. Technician Time Sampling	\$49.25	hour	6	\$295.50
6. Lime Series Curve Determination Including Five pH Determinations	\$412.50	trip	0	\$0.00
7. Field Density Test (Flex Base)	\$21.00	each	4	\$84.00
8. Technician Time - Field Density Testing (Flex Base)	\$49.25	each	6	\$295.50
9. Utility Backfill - Field Density Test	\$21.00	each	28	\$588.00
10. Technician Time - Density Testing - Utility Backfill	\$49.25	hour	24	\$1,182.00
11. Vehicle Travel Charge	\$46.75	trip	12	\$561.00
<b>Subtotal</b>				<b>\$4,118.25</b>
<b>Asphalt:</b>				
1. Asphaltic Concrete Laydown Observation	\$59.00	hour	16	\$944.00
2. In Place Densities	\$16.50	each	12	\$198.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$283.75	each	4	\$1,135.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$104.00	each	4	\$416.00
4. Asphaltic Concrete Coring:				
a.) Two Men	\$101.25	hour	10	\$1,012.50
b.) Coring Rig	\$113.00	day	2	\$226.00
c.) Generator	\$95.50	day	2	\$191.00
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$6.00	in.-in.	48	\$288.00
6. Laboratory Core Density	\$21.25	each	4	\$85.00
5. Vehicle Travel Charge	\$46.75	trip	6	\$280.50
<b>Subtotal</b>				<b>\$4,776.00</b>
<b>Professional Services:</b>				
1. Principal Engineer	\$165.00	hour	1	\$165.00
3. Construction Services Manager	\$90.00	hour	1	\$90.00
4. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$348.50</b>
<b>Other:</b>				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$924.28
<b>Subtotal</b>				<b>\$924.28</b>
			<b>GRAND TOTAL</b>	<b>\$10,167.03</b>



**CONSTRUCTION MATERIALS TESTING UNIT RATES**

**Michigan Avenue**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Earthwork:</b>				
1. Moisture-Density Relationship (Proctor)	\$230.00	each	3	\$690.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$84.00	each	3	\$252.00
3. Sieve Analysis -200	\$56.75	each	2	\$113.50
4. Sieve Analysis - Flexible Base Material	\$56.75	each	1	\$56.75
5. Technician Time Sampling	\$49.25	hour	6	\$295.50
6. Lime Series Curve Determination Including Five pH Determinations	\$412.50	trip	0	\$0.00
7. Field Density Test (Flex Base)	\$21.00	each	2	\$42.00
8. Technician Time - Field Density Testing (Flex Base)	\$49.25	hour	3	\$147.75
9. Utility Backfill - Field Density Test	\$21.00	each	14	\$294.00
10. Technician Time - Density Testing - Utility Backfill	\$49.25	hour	21	\$1,034.25
11. Vehicle Travel Charge	\$46.75	trip	10	\$467.50
<b>Subtotal</b>				<b>\$3,393.25</b>
<b>Asphalt:</b>				
1. Asphaltic Concrete Laydown Observation	\$59.00	hour	4	\$236.00
2. 1n-Place Densities	\$16.50	each	4	\$66.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$283.75	each	1	\$283.75
4. Maximum Theoretical Specific Gravity of Asphalt	\$104.00	each	1	\$104.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$101.25	hour	4	\$405.00
b.) Coring Rig	\$113.00	day	1	\$113.00
c.) Generator	\$95.50	day	1	\$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$6.00	in.-in.	24	\$144.00
6. Laboratory Core Density	\$21.25	each	2	\$42.50
7. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$1,583.25</b>
<b>Professional Services:</b>				
1. Principal Engineer	\$165.00	hour	1	\$165.00
3. Construction Services Manager	\$90.00	hour	1	\$90.00
4. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$348.50</b>
<b>Other:</b>				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$532.50
<b>Subtotal</b>				<b>\$532.50</b>
			<b>GRAND TOTAL</b>	<b>\$5,857.50</b>



**CONSTRUCTION MATERIALS TESTING UNIT RATES**

**Oregon Avenue**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Earthwork:</b>				
1. Moisture-Density Relationship (Proctor)	\$230.00	each	3	\$690.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$84.00	each	3	\$252.00
3. Sieve Analysis -200	\$56.75	each	2	\$113.50
4. Sieve Analysis - Flexible Base Material	\$56.75	each	1	\$56.75
5. Technician Time Sampling	\$49.25	hour	6	\$295.50
6. Lime Series Curve Determination Including Five pH Determinations	\$412.50	trip	0	\$0.00
7. Field Density Test (Flex Base)	\$21.00	each	2	\$42.00
8. Technician Time - Density Test (Flex Base)	\$49.25	each	3	\$147.75
9. Utility Backfill - Field Density Test	\$21.00	each	14	\$294.00
10. Technician Time - Density Test - Utility Backfill	\$49.25	hour	21	\$1,034.25
11. Vehicle Travel Charge	\$46.75	trip	10	\$467.50
<b>Subtotal</b>				<b>\$3,393.25</b>
<b>Asphalt:</b>				
1. Asphaltic Concrete Laydown Observation	\$59.00	hour	4	\$236.00
2. In Place Densities	\$16.50	each	4	\$66.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$283.75	each	1	\$283.75
4. Maximum Theoretical Specific Gravity of Asphalt	\$104.00	each	1	\$104.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$101.25	hour	4	\$405.00
b.) Coring Rig	\$113.00	day	1	\$113.00
c.) Generator	\$95.50	day	1	\$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$6.00	in.-in.	24	\$144.00
6. Laboratory Core Density	\$21.25	each	2	\$42.50
7. Vehicle Travel Charge	\$46.75	trip	0	\$0.00
<b>Subtotal</b>				<b>\$1,489.75</b>
<b>Professional Services:</b>				
1. Principal Engineer	\$165.00	hour	1	\$165.00
2. Managing Engineer	\$90.00	hour	1	\$90.00
4. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$348.50</b>
<b>Other:</b>				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$523.15
<b>Subtotal</b>				<b>\$523.15</b>
			<b>GRAND TOTAL</b>	<b>\$5,754.65</b>



**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**EAST 4<sup>TH</sup> Street**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Earthwork:</b>				
1. Moisture-Density Relationship (Proctor)	\$230.00	each	1	\$230.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$84.00	each	1	\$84.00
3. Sieve Analysis -200	\$56.75	each	1	\$56.75
4. Sieve Analysis - Flexible Base Material	\$56.75	each	1	\$56.75
5. Technician Time Sampling	\$49.25	hour	3	\$147.75
6. Lime Series Curve Determination Including Five pH Determinations	\$412.50	trip	0	\$0.00
7. Field Density Test (Flex Base)	\$21.00	each	2	\$42.00
8. Technician Time - Field Density Testing (Flex Base)	\$49.25	each	3	\$147.75
9. Utility Backfill - Field Density Test	\$21.00	each	14	\$294.00
10. Technician Time - Density Testing - Utility Backfill	\$49.25	hour	21	\$1,034.25
11. Vehicle Travel Charge	\$46.75	trip	9	\$420.75
<b>Subtotal</b>				<b>\$2,514.00</b>
<b>Asphalt:</b>				
1. Asphaltic Concrete Laydown Observation	\$59.00	hour	4	\$236.00
2. 1n-Place Densities	\$16.50	each	1	\$16.50
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$283.75	each	1	\$283.75
4. Maximum Theoretical Specific Gravity of Asphalt	\$104.00	each	1	\$104.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$101.25	hour	1	\$101.25
b.) Coring Rig	\$113.00	day	1	\$113.00
c.) Generator	\$95.50	day	1	\$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$6.00	in.-in.	24	\$144.00
6. Laboratory Core Density	\$21.25	each	2	\$42.50
7. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$1,230.00</b>
<b>Concrete: Civil Work</b>				
1. Concrete Compressive Strength Tests	\$15.50	each	5	\$77.50
2. Technician Time - Concrete Testing	\$49.25	hour	3	\$147.75
3. Air Content of Concrete	\$28.75	each	1	\$28.75
4. Technician Time - Pick-Up of Specimen(s)	\$49.25	hour	2	\$98.50
5. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$446.00</b>

Continued on next page



**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**EAST 4<sup>TH</sup> Street**

**Professional Services:**

1. Principal Engineer	\$165.00	hour	1	\$165.00
3. Construction Services Manager	\$90.00	hour	1	\$90.00
4. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$348.50</b>

**Other:**

1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$384.25
<b>Subtotal</b>				<b>\$384.25</b>

**GRAND TOTAL** **\$4,922.75**

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**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**East 5<sup>th</sup> Street**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Earthwork:</b>				
1. Moisture-Density Relationship (Proctor)	\$230.00	each	3	\$690.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$84.00	each	3	\$252.00
3. Sieve Analysis -200	\$56.75	each	2	\$113.50
4. Sieve Analysis - Flexible Base Material	\$56.75	each	1	\$56.75
5. Technician Time Sampling	\$49.25	hour	6	\$295.50
6. Lime Series Curve Determination Including Five pH Determinations	\$412.50	trip	0	\$0.00
7. Field Density Test (Flex Base)	\$21.00	each	3	\$63.00
8. Technician Time - Density Test (Flex Base)	\$49.25	hour	3	\$147.75
9. Utility Backfill - Density Test	\$21.00	each	21	\$441.00
10. Technician Time - Density Test - Utility Backfill	\$49.25	hour	21	\$1,034.25
11. Vehicle Travel Charge	\$46.75	trip	11	\$514.25
<b>Subtotal</b>				<b>\$3,608.00</b>
<b>Asphalt:</b>				
1. Asphaltic Concrete Laydown Observation	\$59.00	hour	16	\$944.00
2. In Place Densities	\$16.50	each	8	\$132.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$283.75	each	4	\$1,135.00
4. Maximum Theoretical Specific Gravity of Asphalt	\$104.00	each	4	\$416.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$101.25	hour	10	\$1,012.50
b.) Coring Rig	\$113.00	day	2	\$226.00
c.) Generator	\$95.50	day	2	\$191.00
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$6.00	in.-in.	48	\$288.00
6. Laboratory Core Density	\$21.25	each	4	\$85.00
7. Vehicle Travel Charge	\$46.75	trip	6	\$280.50
<b>Subtotal</b>				<b>\$4,710.00</b>
<b>Concrete: Civil Work</b>				
1. Concrete Compressive Strength Tests	\$15.50	each	10	\$155.00
2. Technician Time - Concrete Testing	\$49.25	hour	6	\$295.50
3. Air Content of Concrete	\$28.75	each	2	\$57.50
4. Technician Time - Pick-Up of Specimen(s)	\$49.25	hour	4	\$197.00
5. Vehicle Travel Charge	\$26.00	trip	3	\$78.00
<b>Subtotal</b>				<b>\$783.00</b>

Continued on next page



**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
 East 5<sup>th</sup> Street

**Professional Services:**

1. Principal Engineer	\$165.00	hour	1	\$165.00
2. Managing Engineer	\$90.00	hour	1	\$90.00
4. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
<b>Subtotal</b>				<b>\$348.50</b>

**Other:**

<b>Subtotal</b>				<b>\$866.65</b>
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<b>GRAND TOTAL</b>				<b>\$10,316.15</b>
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**Fees for Consulting & Coordination Services**

**Unit Fees**

Principal Engineer.....	\$ 190.00 to 330.00/hr
Managing Engineer .....	120.00 to 215.00/hr
Staff Engineer .....	100.00 to 175.00/hr
Laboratory Manager .....	79.00 to 155.00/hr
Construction Services Manager .....	79.00 to 155.00/hr
Outside Professional Services & Reimbursable .....	Cost +15%
Additional Insured .....	225.00/ea
Report Preparation and Administration .....	50.00 to 87.00/hr



**EXHIBIT D**  
-Work Authorization Form

**HIDALGO COUNTY**  
**Professional Construction**  
**Material Testing Engineer Services**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Raba-Kistner Consultants, Inc.** professional engineers of **McAllen**, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the "engineering services" to provide **Construction material testing engineer services.**

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$37,018.14**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:

Account No. 5015-80-0310-5000-8000-UCP-ML

Requisition Number \_\_\_\_\_ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. 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 November 1, 2016 as indicated below and effective as of 1<sup>st</sup> day of November, 2016.

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**THE ENGINEER:**

\_\_\_\_\_  
By: Isidoro Arjona, Vice President

**PROJECT DATA SHEET**

**Project Name:** \_\_\_\_\_

**Client Project No:** \_\_\_\_\_ **Purchase Order No.:** \_\_\_\_\_

**Invoicing Information:** **Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Attention:** \_\_\_\_\_

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) \_\_\_\_\_  
\_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

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**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
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**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
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**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

No. Copies ( ) \_\_\_\_\_  
\_\_\_\_\_

**Contact:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_



**EXHIBIT E**

**-Supplemental Agreement Form**

**THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §**

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_  
TO AGREEMENT FOR PROFESSIONAL  
"CONSTRUCTION MATERIAL TESTING SERVICES"**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba-Kistner Consultants, Inc.**, Professional Engineers of, **McAllen**, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_ day of \_\_\_\_\_ **201** concerning Engineering for **Construction Material Testing 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:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: Isidoro Arjona, Vice President

\_\_\_\_\_  
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)  
10/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Catto & Catto LLP One Alamo Center 106 S. St. Mary's Street, Ste. 800 San Antonio TX 78205	<b>CONTACT NAME:</b> Nancy Pruski <b>PHONE (A/C, No, Ext):</b> 210-222-2161 <b>E-MAIL ADDRESS:</b> npruski@catto.com	<b>FAX (A/C, No):</b> 210-222-1618													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Casualty Ins Co of</td> <td>19046</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity of America	25666	INSURER B: Travelers Indemnity Co. of CT	25682	INSURER C: Travelers Casualty Ins Co of	19046	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															

**INSURED**  
 Raba Kistner Inc.  
 P.O. Box 690287  
 San Antonio TX 78269-0287

**COVERAGES**

CERTIFICATE NUMBER: 293528704

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P-630-6H263592-TIA-16	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-6H263592-16-43	10/1/2016	10/1/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In Nh) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB-6H31004A-16-43-G	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible \$1,000 Collision Deductible \$1,000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.

Project Name/No.: Construction Materials Observation and Testing Services for the City of Weslaco Waterline Improvements Project in Weslaco, TX

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

County of Hidalgo County – Urban County Program  
 427 E. Duranta Ave.  
 Suite 107  
 Alamo TX 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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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Catto & Catto LLP		NAMED INSURED Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Project Description: Construction Materials Observation and Testing Services for the City of Weslaco Waterline Improvements Project



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216  www.worthaminsurance.com	<b>CONTACT NAME:</b> Cindy Rains <b>PHONE (A/C, No, Ext):</b> 210-249-2325 <b>E-MAIL ADDRESS:</b> cindy.rains@worthaminsurance.com	<b>FAX (A/C, No):</b> 210-223-2806
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	<b>INSURER A:</b> Allied World Assurance Co (US) Inc	<b>NAIC #</b> 19489
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 32557483

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2016	7/18/2017	\$1,000,000 Each Claim \$1,000,000 Aggregate

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

Project: Construction Materials Observation &amp; Testing Services for the City of Weslaco Waterline Improvements Project in Weslaco TX

**CERTIFICATE HOLDER**
 Dept 5410  
 Hidalgo County - Urban County Program  
 427 East Duranta Ave, Suite 107  
 Alamo TX 78516
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham &amp; Son, L.P.

*John L. Wortham & Son, L.P.*

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Raba Kistner, Inc.  
San Antonio, TX United States

Certificate Number:  
2016-113363

Date Filed:  
09/19/2016

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

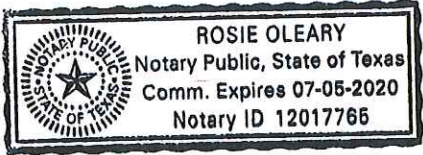
5015-80-0310-500-8000-UCP-ML  
Construction Materials Engineering and Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Raba, William	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*William L. Raba*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said William L. Raba, this the 19th day of September, 2016, to certify which, witness my hand and seal of office.

*Rosie O'Leary*  
Signature of officer administering oath

ROSIE O'Leary  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Raba Kistner, Inc.  
San Antonio, TX United States

Certificate Number:  
2016-113363

Date Filed:  
09/19/2016

**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

Date Acknowledged:  
10/14/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

5015-80-0310-500-8000-UCP-ML  
Construction Materials Engineering and Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Raba, William	San Antonio, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

AI-57100

Urban County 15. G.

CC - REGULAR

**Meeting Date:** 11/01/2016

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

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

**Department:** URBAN COUNTY

---

**Information**

**CAPTION**

1. "Subject to: HB 1295 Compliance." The Urban County Program on behalf of the City of Edcouch is requesting approval of a best and final negotiated contract for professional engineering services with LAZCAMREA, LLC dba Fulcrum Consulting Services, in the amount of \$27,070.00 utilizing CDBG FY 26 (2013) Edcouch Street Improvement funds.

2. Requesting approval of Work Authorization No. 1 - Edcouch 2013/2014 Amended Street Improvements in the amount of \$27,070.00.

**BACKGROUND**

Hidalgo County Commissioner's Court approved authority to negotiate contract with the firm of LAZCAMREA, LLC dba Fulcrum Consulting Services for the purpose of professional engineering services for the 2013/2014 Amended Edcouch Street Improvements Project. See attached negotiated contract and Work Authorization No. 1.

Contract Amount: \$27,070.00

Available Funds: \$59,738.74 2013 Street Improvements

*Construction funds available under FY 2013 & 2014*

---

**Fiscal Impact**

**Attachments**

City of Edcouch Amended Street Imp. Project

Fulcrum Insurance & Form 1295

---

## Form Review

**Inbox**

Budget & Management

Final Approval

Form Started By: Olga Lerma

Final Approval Date: 10/28/2016

**Reviewed By**

Veronica Ortiz

Monica Badillo

**Date**

10/28/2016 09:14 AM

10/28/2016 02:37 PM

Started On: 10/27/2016 03:37 PM



# FULCRUM

CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

October 12, 2016

Mrs. Monica Leal  
UCP Project Coordinator  
City of Edcouch  
427 E. Duranta, Suite 107  
Alamo, TX 78516

Re: City of Edcouch 2013-2014 Amended Street Improvement Project  
Project No. 5013/14-20-0311-5000-2000-UCP-ML  
Best & Final Offer

Mrs. Leal,

Our best and final offer for Engineering Services for this project is \$27,070.00. Our scope of services for this project includes basic engineering, design geotechnical services and construction materials testing. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,  
Fulcrum Consulting Services

Daniel Campos, P.E.

XC: Mr. Noe Cavazos – City Manager, City of Edcouch  
Mr. Pete DeLaCruz – UCP Program Coordinator, City of Edcouch  
Fulcrum Consulting Services – Office File

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made effective the 1<sup>st</sup> day of November, 2016 by and between **HIDALGO COUNTY, TEXAS**, acting by and thru **Urban County Program** (“County”) and **LAZCAMREA, LLC dba Fulcrum Consulting Services** of La Feria, 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 Edcouch- Amended Street Improvements Project**

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

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

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

**3. Term.** This Agreement is for a period of **one (1) year**, effective **November 1, 2016**, and will expire **November 1, 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.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return

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

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

If to Engineer:       **LAZCAMREA, LLC dba Fulcrum Consulting Services**  
Attn: Dan Campos P.E.,  
207 E. Magnolia Ave.  
La Feria, Texas 78599

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the 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: November 1, 2016

**ENGINEER:**  
**LAZCAMREA, LLC dba Fulcrum Consulting Services**

By: \_\_\_\_\_

Printed Name Dan Campos

Title: P.E. – Vice President

**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



# FULCRUM

## CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS

City of Edcouch  
2013-2014 Amended Street Improvement Project  
Project No. 5013/14-20-0311-5000-2000-UCP-ML  
Scope of Services

The scope involves restoration of deteriorated asphalt pavement caused by weathering and aging and structural failure caused by traffic loading. The following restoration measures are being proposed for the treatment of these City streets: thin non-structural overlay (less than 2"), structural overlay (2" or more), milling and removal of deterioration and complete reconstruction. Included in the scope of services, is geotechnical analysis required during the design phase for surfaces requiring reconstruction and construction materials testing required during the construction phase.

With the assistance of City personnel, an inventory of all City streets has been compiled in order to evaluate the condition of existing City street pavements. A priority list has been developed based on the severity of the asphalt pavement deterioration.

A comprehensive evaluation using data collected and an assessment completed based on road characteristics such as; roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Using the assessment, a cost effective strategy for street restoration was developed.

Our office proposes to convey these strategies into a set of contract documents for the following streets and intersections:

1. Adkins - From Railroad st. to FM1015
2. Ester - From FM107 to end of road
3. Missouri - From Industrial to Hill
4. Adkins - From S. Angelita to Calle Juanita
5. Crenshaw - From S. Angelita to Calle Juanita
6. Sutter St. - From S. Angelita to Calle Juanita
7. Moore St. - From S. Angelita to Calle Juanita
8. Vida Mia Circle
9. Crenshaw - Railroad St. to Industrial Ave.
10. Crenshaw - Hill St. to FM1015
11. Industrial - Crenshaw St. to FM107
12. S. Angelita St. - From Adkins to FM107
13. Calle Juanita. - From Adkins to FM107

**EXHIBIT C**  
-Engineer Contract Rates

**CITY OF EDCOUCH**

Project Name: City of Edcouch 2013-2014 Amended Street Improvement Project

Planning & Engineering										
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.			
101 - Project Administration	14	5	5	4	8	0	3			
101 - Field Work & Design Criteria	9	9	15	10	21	16	8			
101 - Final Design	12	8	21	15	20	17	10			
101 - Construction	0	8	0	3	6	5	8			
<b>TOTAL HOURS</b>	<b>35</b>	<b>30</b>	<b>41</b>	<b>32</b>	<b>55</b>	<b>38</b>	<b>29</b>			
<b>BILLING RATE</b>	<b>\$150.00</b>	<b>\$140.00</b>	<b>\$110.00</b>	<b>\$65.00</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$50.00</b>			
<b>SUBTOTAL - LABOR COST</b>	<b>\$5,250.00</b>	<b>\$4,200.00</b>	<b>\$4,510.00</b>	<b>\$2,060.00</b>	<b>\$3,300.00</b>	<b>\$2,280.00</b>	<b>\$1,450.00</b>			
<b>TOTAL ENGINEERING</b>										<b>\$23,070.00</b>

Geotechnical Engineering (Design Phase)						
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.	
101 - Project Administration	0	0	0	0	13	
101 - Field Work & Design Criteria	0	4	0	19	0	
101 - Final Design	3	0	6	0	0	
101 - Construction	0	0	0	0	0	
<b>TOTAL HOURS</b>	<b>3</b>	<b>4</b>	<b>6</b>	<b>19</b>	<b>13</b>	
<b>BILLING RATE</b>	<b>\$135.00</b>	<b>\$110.00</b>	<b>\$95.00</b>	<b>\$40.00</b>	<b>\$25.00</b>	
<b>SUBTOTAL - LABOR COST</b>	<b>\$405.00</b>	<b>\$440.00</b>	<b>\$570.00</b>	<b>\$760.00</b>	<b>\$325.00</b>	
<b>TOTAL ENGINEERING</b>						<b>\$2,500.00</b>

Construction Phase Material Testing						
	Technician	Principal	Project Engineer	Admin. Assist.		
101 - Project Administration	0	0	0	2		
101 - Field Work & Design Criteria	0	1	4	0		
101 - Final Design	0	0	0	0		
101 - Construction	9	2	3	0		
<b>TOTAL HOURS</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>2</b>		
<b>BILLING RATE</b>	<b>\$40.00</b>	<b>\$135.00</b>	<b>\$95.00</b>	<b>\$35.00</b>		
<b>SUBTOTAL - LABOR COST</b>	<b>\$360.00</b>	<b>\$405.00</b>	<b>\$665.00</b>	<b>\$70.00</b>		
<b>TOTAL ENGINEERING</b>						<b>\$1,500.00</b>

**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, **LAZCAMREA, LLC dba Fulcrum Consulting Services** professional engineers of **La Feria**, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the "engineering services" to provide **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 **\$27,070.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No. **1** shall be funded through funding source:

Account No. **5013-20-0311-5000-2000-UCP-ML**

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 November 1, 2016 as indicated below and effective as of 1<sup>st</sup> day of November 2016.

**ATTEST:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**THE ENGINEER:**

\_\_\_\_\_  
By: Dan Campos, P.E – Vice President

# **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



# FULCRUM

## CONSULTING SERVICES

PLANNERS \* ENGINEERS \* ARCHITECTS \* SURVEYORS

City of Edcouch  
2013-2014 Amended Street Improvement Project  
Project No. 5013/14-20-0311-5000-2000-UCP-ML  
Scope of Services

The scope involves restoration of deteriorated asphalt pavement caused by weathering and aging and structural failure caused by traffic loading. The following restoration measures are being proposed for the treatment of these City streets: thin non-structural overlay (less than 2"), structural overlay (2" or more), milling and removal of deterioration and complete reconstruction.

With the assistance of City personnel, an inventory of all City streets has been compiled in order to evaluate the condition of existing City street pavements. A priority list has been developed based on the severity of the asphalt pavement deterioration.

A comprehensive evaluation using data collected and an assessment completed based on road characteristics such as; roughness (ride), surface distress (condition), surface skid characteristics, and structure (pavement strength and deflection). Using the assessment, a cost effective strategy for street restoration was developed.

Our office proposes to convey these strategies into a set of contract documents for the following streets and intersections:

1. Adkins - From Railroad st. to FM1015
2. Ester - From FM107 to end of road
3. Missouri - From Industrial to Hill
4. Adkins - From S. Angelita to Calle Juanita
5. Crenshaw - From S. Angelita to Calle Juanita
6. Sutter St. - From S. Angelita to Calle Juanita
7. Moore St. - From S. Angelita to Calle Juanita
8. Vida Mia Circle
9. Crenshaw - Railroad St. to Industrial Ave.
10. Crenshaw - Hill St. to FM1015
11. Industrial - Crenshaw St. to FM107
12. S. Angelita St. - From Adkins to FM107
13. Calle Juanita. - From Adkins to FM107

**EXHIBIT C**  
-Engineer Contract Rates

**CITY OF EDCOUCH**

Project Name: City of Edcouch 2013-2014 Amended Street Improvement Project

Planning & Engineering										
	Principal	Project Engineer	Design Engineer	Engineering Technician	CAD Tech.	CAD Tech.	Admin. Assist.			
101 - Project Administration	14	5	5	4	8	0	3			
101 - Field Work & Design Criteria	9	9	15	10	21	16	8			
101 - Final Design	12	8	21	15	20	17	10			
101 - Construction	0	8	0	3	6	5	8			
<b>TOTAL HOURS</b>	<b>35</b>	<b>30</b>	<b>41</b>	<b>32</b>	<b>55</b>	<b>38</b>	<b>29</b>			
<b>BILLING RATE</b>	<b>\$150.00</b>	<b>\$140.00</b>	<b>\$110.00</b>	<b>\$65.00</b>	<b>\$60.00</b>	<b>\$60.00</b>	<b>\$50.00</b>			
<b>SUBTOTAL - LABOR COST</b>	<b>\$5,250.00</b>	<b>\$4,200.00</b>	<b>\$4,510.00</b>	<b>\$2,060.00</b>	<b>\$3,300.00</b>	<b>\$2,280.00</b>	<b>\$1,450.00</b>			
<b>TOTAL ENGINEERING</b>										<b>\$23,070.00</b>

Geotechnical Engineering (Design Phase)										
	Principal	Drilling Sub.	Project Engineer	Technician	Admin. Assist.					
101 - Project Administration	0	0	0	0	13					
101 - Field Work & Design Criteria	0	4	0	19	0					
101 - Final Design	3	0	6	0	0					
101 - Construction	0	0	0	0	0					
<b>TOTAL HOURS</b>	<b>3</b>	<b>4</b>	<b>6</b>	<b>19</b>	<b>13</b>					
<b>BILLING RATE</b>	<b>\$135.00</b>	<b>\$110.00</b>	<b>\$95.00</b>	<b>\$40.00</b>	<b>\$25.00</b>					
<b>SUBTOTAL - LABOR COST</b>	<b>\$405.00</b>	<b>\$440.00</b>	<b>\$570.00</b>	<b>\$760.00</b>	<b>\$325.00</b>					
<b>TOTAL ENGINEERING</b>										<b>\$2,500.00</b>

Construction Phase Material Testing										
	Technician	Principal	Project Engineer	Admin. Assist.						
101 - Project Administration	0	0	0	2						
101 - Field Work & Design Criteria	0	1	4	0						
101 - Final Design	0	0	0	0						
101 - Construction	9	2	3	0						
<b>TOTAL HOURS</b>	<b>9</b>	<b>3</b>	<b>7</b>	<b>2</b>						
<b>BILLING RATE</b>	<b>\$40.00</b>	<b>\$135.00</b>	<b>\$95.00</b>	<b>\$35.00</b>						
<b>SUBTOTAL - LABOR COST</b>	<b>\$360.00</b>	<b>\$405.00</b>	<b>\$665.00</b>	<b>\$70.00</b>						
<b>TOTAL ENGINEERING</b>										<b>\$1,500.00</b>

**City of Edcouch**  
**2013-2014 Amended Street Improvement Project - Cost Estimate**  
**Project No. 5013/14-20-0311-5000-2000-UCP-ML**  
**Hidalgo County, Texas**

**CONSTRUCTION ESTIMATE**

Street Name	Item	Description	Unit	Unit Price	Quantity	Total
	1	Mobilization/Demobilization	Each	\$10,000.00	1	\$10,000.00
	2	Traffic Control	Each	\$8,000.00	1	\$8,000.00
					<b>Subtotal:</b>	<b>\$18,000.00</b>
Adkins - From Railroad st. to FM1015	3	2" Asphalt Overlay	S.Y.	\$3.00	2541.8	\$7,625.40
	4	1-1/4" Mill & Overlay	S.Y.	\$7.50	2227.6	\$16,707.00
	5	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	8	\$6,400.00
	6	Water Valve Adjustment	Each	\$400.00	1	\$400.00
					<b>Subtotal:</b>	<b>\$31,132.40</b>
Ester - From FM107 to end of road	7	2" Asphalt Overlay	S.Y.	\$3.00	950	\$2,850.00
	8	2" HMAC TYPE D	S.Y.	\$12.00	1895	\$22,740.00
	9	Prime Coat (MC-30) (0.2 Gal./S.Y.)	Gal.	\$9.00	379	\$3,411.00
	10	8" Compacted Caliche Base - Type D, Grade 6	S.Y.	\$9.00	2030	\$18,270.00
	11	6" Subgrade Prep, Lime Stabilized	S.Y.	\$8.00	2030	\$16,240.00
	12	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	7	\$5,600.00
					<b>Subtotal:</b>	<b>\$69,111.00</b>
Missouri - From Industrial to Hill	13	1-1/4" Mill & Overlay	S.Y.	\$7.50	2333	\$17,497.50
	14	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	2	\$1,600.00
					<b>Subtotal:</b>	<b>\$19,097.50</b>
Adkins - From S. Angelita to Calle Juanita	15	2" Asphalt Overlay	S.Y.	\$3.00	986.7	\$2,960.10
	16	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	1	\$800.00
					<b>Subtotal:</b>	<b>\$3,760.10</b>
Crenshaw - From S. Angelita to Calle Juanita	17	1-1/4" Mill & Overlay	S.Y.	\$7.50	986.7	\$7,400.25
	18	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	1	\$800.00
					<b>Subtotal:</b>	<b>\$8,200.25</b>
Sutter St. - From S. Angelita to Calle Juanita	19	1-1/4" Mill & Overlay	S.Y.	\$7.50	986.7	\$7,400.25
	20	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	1	\$800.00
					<b>Subtotal:</b>	<b>\$8,200.25</b>
Moore St. - From S. Angelita to Calle Juanita	21	2" Asphalt Overlay	S.Y.	\$3.00	493.3	\$1,479.90
	22	1-1/4" Mill & Overlay	S.Y.	\$7.50	493.3	\$3,699.75
	23	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	1	\$800.00
					<b>Subtotal:</b>	<b>\$5,979.65</b>
Vida Mia Circle	24	2" Asphalt Overlay	S.Y.	\$3.00	4267.1	\$12,801.30
						<b>Subtotal:</b>
Crenshaw - Railroad St. to Industrial Ave.	25	1-1/4" Mill & Overlay	S.Y.	\$7.50	1418.7	\$10,640.25
	26	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	3	\$2,400.00
					<b>Subtotal:</b>	<b>\$13,040.25</b>
Crenshaw - Hill St. to FM1015	27	2" Asphalt Overlay	S.Y.	\$3.00	1157.3	\$3,471.90
	28	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	1	\$800.00
					<b>Subtotal:</b>	<b>\$4,271.90</b>
Industrial - Crenshaw St. to FM107	29	1-1/4" Mill & Overlay	S.Y.	\$7.50	1757.8	\$13,183.50
	30	Manhole Adjustment & 3' x3' Concrete Collar	Each	\$800.00	1	\$800.00
					<b>Subtotal:</b>	<b>\$13,983.50</b>
S. Angelita St. - From Adkins to FM107	31	2" Asphalt Overlay	S.Y.	\$3.00	3080	\$9,240.00
	32	1-1/4" Mill & Overlay	S.Y.	\$7.50	311.1	\$2,333.25
					<b>Subtotal:</b>	<b>\$11,573.25</b>
Calle Juanita. - From Adkins to FM107	33	2" Asphalt Overlay	S.Y.	\$3.00	3080	\$9,240.00
	34	1-1/4" Mill & Overlay	S.Y.	\$7.50	311.1	\$2,333.25
					<b>Subtotal:</b>	<b>\$11,573.25</b>
					<b>Total:</b>	<b>\$230,724.60</b>

**ENGINEERING**

35	Basic Engineering (10%)	\$23,070.00
36	Geotechnical Engineering (Design)	\$2,500.00
37	Material Testing (Construction)	\$1,500.00
	<b>Subtotal:</b>	<b>\$27,070.00</b>

**TOTAL PROJECT COST: \$257,794.60**

Prepared By:  




**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 **LAZCAMREA, LLC dba Fulcrum Consulting Services** Professional Engineers of, **La Feria**, Texas, hereinafter called the “**Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ 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:**  
**LAZCAMREA, LLC dba Fulcrum Consulting Services**

**THE OWNER:**  
**HIDALGO COUNTY**

\_\_\_\_\_  
By: Dan Campos, P.E. -Vice President

\_\_\_\_\_  
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)  
10/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>State Farm</b> JOHN FTACEK 101 S MAIN ST LA FERIA, TX 78559	<b>CONTACT NAME:</b> JOHN FTACEK/ IDA SALINAS <b>PHONE (A/C, No, Ext):</b> 956-797-2881 <b>FAX (A/C, No):</b> 956-797-1803 <b>E-MAIL ADDRESS:</b> ida.i.salinas.lvaz@statefarm.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> STATE FARM LLOYDS INSURANCE COMPANY	
<b>INSURER B:</b> STATE FARM MUTUAL INSURANCE COMPANY	
<b>INSURER C:</b> TEXAS MUTUAL INSURANCE COMPANY	
<b>INSURER D:</b> STATE FARM FIRE AND CASUALTY COMPANY	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
 LAZCAMREA, LLC DBA; FULCRUM  
 CONSULTING SERVICES  
 207 EAST MAGNOLIA AVE  
 LA FERIA, TX 78559

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-B4-W575-5	08/02/2016	08/02/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$			200 3651-F27-53B 200-3655-F27-53E 216-8523-C04-53A	12/27/2015 09/04/2016 09/04/2016	12/27/2016 03/04/2017 03/04/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A    SBPP0001240295 20120713	08/21/2016	08/21/2017	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INS CO			PS0000004408901	08/30/206	08/30/2017	1,000,000 - LIMIT OF LIAB EACH CLAIM 1,000,000

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

<b>CERTIFICATE HOLDER</b>  URBAN COUNTY PROGRAM 427 E DURANTE STE 107 ALAMO, TEXAS 78516	<b>CANCELLATION</b>  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 
--	--

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-118133

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.

LAZCAMREA, LLC DBA Fulcrum Consulting Services  
Harlingen, TX United States

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

Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5013/14-20-0311-5000-2000  
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.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Daniel Campos, P.E.  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Daniel Campos, this the 29th day of September 2016, to certify which, witness my hand and seal of office.

Leslie A Salinas  
Signature of officer administering oath

Leslie A Salinas  
Printed name of officer administering oath

Notary of Texas  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

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

LAZCAMREA, LLC DBA Fulcrum Consulting Services  
Harlingen, TX United States

Certificate Number:  
2016-118133

Date Filed:  
09/29/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Urban County Program

Date Acknowledged:  
10/14/2016

**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.**

5013/14-20-0311-5000-2000  
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.**

**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-57042**

**Head Start 16. A.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**Submitted For:** Edmundo Garcia, HEAD **Submitted By:** Linda Galaviz, HEAD  
START START

**Department:** HEAD START

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**Information**

**CAPTION**

Discussion/Approval/ Appointment of One Community Rep by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning in October (Pending Appointments: Commissioner A.C. Cuellar, Jr., Pct. 1 and Commissioner Joseph Palacios, Precinct 4)

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/25/2016 03:33 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Linda Galaviz		Started On: 10/25/2016 01:39 PM
Final Approval Date: 10/28/2016		

AI-57106

WIC 17. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted By:** Margarita Gonzalez, WIC

**Department:** WIC

**Information**

**CAPTION**

WIC (1292)

1. Requesting approval to accept the FY17 Department of State Health Services (DSHS) Contract No. 2017-049851-001 award in the amount of \$12,300,469.00 for the period of October 1, 2016 thru September 30, 2017.
2. Requesting approval for County Judge to sign the Signature Page Document for Department of State Health Services Contract No. 2017-049851-001.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act For Fiscal Year (FY17).

**BACKGROUND**

The acceptance of the FY 17 Department of State Health Services Contract was approved on CC on 9-27-16 AI-56405.

**Fiscal Impact**

**FISCAL YEAR:** 2017

**ACCT. #:** 6-1292-441-00-350-001-7-XXX

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

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

**BUDGETARY IMPACT:**

No County Match; 100% Federal Funding.

**Attachments**

Signature Document FY17

Fiscal Federal Funding FY17

**Form Review**

**Inbox**

Budget & Management

Final Approval

Form Started By: Margarita Gonzalez

Final Approval Date: 10/28/2016

**Reviewed By**

Veronica Ortiz

Monica Badillo

**Date**

10/28/2016 09:06 AM

10/28/2016 02:37 PM

Started On: 10/27/2016 05:33 PM

**SIGNATURE DOCUMENT FOR  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT No. 2017-049851-001**

**UNDER THE  
WOMEN, INFANT AND CHILDREN'S NUTRITION PROGRAM GRANT PROGRAM**

**I. PURPOSE**

The Department of State Health Services ("System Agency"), a pass-through entity, and Hidalgo County Health & Human Services ("Grantee") (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for Women, Infant and Children's Nutrition Program (the "Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of 42 U.S.C. § 1786, 7 CFR Part 246, and Chapter 32 of the Texas Health & Safety Code.

**II. DURATION**

This Contract is effective on October 1, 2016 and terminates on September 30, 2017, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

**III. BUDGET**

The total amount of this Contract will not exceed **TWELVE MILLION THREE HUNDRED THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$12,300,469.00)**. All expenditures under the Contract will be in accordance with ATTACHMENT A, STATEMENT OF WORK.

**IV. CONTRACT REPRESENTATIVES**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

Department of State Health Services  
1100 W. 49<sup>th</sup> Street, Austin, TX 78756  
Attention: Cynthia Wright, DSHS Contract Manager  
cynthia.wright@dshs.state.tx.us

**Grantee**

Hidalgo County Health & Human Services  
100 E. Cano St. 2nd Floor, Edinburg, TX 78539  
Attention: Ramon Garcia, Hidalgo County Judge  
ramon.garcia@co.hidalgo.tx.us

**V. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**System Agency**

Department of State Health Services  
Attention: Lisa Hernandez  
1100 W. 49<sup>th</sup> Street, MC 1911  
Austin, TX 78756

**Grantee**

Hidalgo County Health & Human Services  
100 E. Cano St. 2nd Floor, Edinburg, TX 78539  
Attention: Ramon Garcia, Hidalgo County Judge

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

**VI. ADDITIONAL GRANT INFORMATION**

Federal Award Identification Number (FAIN): 16166TX506W1003

Federal Award Date: 10/01/16 thru 09/30/17

Name of Federal Awarding Agency: United States Department of Agriculture Food and Nutrition Service

CFDA Name and Number: 10.557

Awarding Official Contact Information:

FNS Southwest Regional Office  
Food and Nutrition Service  
1100 Commerce Street, Room 522  
Dallas, TX 75242-9980  
Telephone: (214) 290-9810

DUNS: 103110834

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT No. 2017-049851-001**

**HEALTH AND HUMAN SERVICES COMMISSION      GRANTEE**

\_\_\_\_\_  
Charles Smith  
Executive Commissioner

\_\_\_\_\_  
Name: Ramon Garcia

\_\_\_\_\_  
Title: Hidalgo County Judge

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT No. 2017-049851-001 ARE  
HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT C - GENERAL AFFIRMATIONS**
- ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS**
- ATTACHMENT E - FEDERAL ASSURANCES AND CERTIFICATIONS**
- ATTACHMENT F - FFATA**
- ATTACHMENT G - DATA USE AGREEMENT**
- ATTACHMENT H - NON-EXCLUSIVE LIST OF APPLICABLE LAWS**

**ATTACHMENTS FOLLOW**

**Fiscal Federal Funding Accountability and Transparency Act  
(FFATA) CERTIFICATION  
For Fiscal Year (FY17)**

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

<b>Legal Name of Contractor:</b>  Hidalgo County	<b>FFATA Contact # 1 Name, Email and Phone Number:</b>  Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956)318-2600
<b>Primary Address of Contractor:</b>  100 E. Cano 2nd Floor Edinburg, Texas 78539	<b>FFATA Contact #2 Name, Email and Phone Number:</b>  Ray Eufrazio ray.eufrazio@co.hidalgo.tx.us (956)318-2511 ext. 4604
<b>ZIP Code: 9-digits Required <a href="http://www.usps.com">www.usps.com</a></b>  7 8 5 3 0 - 6 3 6 2	<b>DUNS Number: 9-digits Required <a href="http://www.ccr.gov">www.ccr.gov</a></b>  1 0 3 1 1 0 8 3 4
<b>State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits</b>  1 7 4 6 0 0 0 7 1 7 6 0 6 0	

<b>Printed Name of Authorized Representative</b>  Ramon Garcia	<b>Signature of Authorized Representative</b>
<b>Title of Authorized Representative</b>  Hidalgo County Judge	<b>Date</b>

**Fiscal Federal Funding Accountability and Transparency Act  
(FFATA) CERTIFICATION  
For Fiscal Year (FY17)**

**As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.**

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?  Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No", answer questions "A" and "B".

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

---

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**For example:**

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;  
Sally Tom:300000*

**Provide compensation information here:**

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**AI-57143**

**Precinct #2 18. A.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**Submitted For:** Armando Garza, COMM. PCT. #2

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** COMM. PCT. #2

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**Information**

**CAPTION**

Resolution expressing Hidalgo County's support for McAllen Public Utility's (MPU) Regional Water Transmission Line project.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

**Resolution**

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 01:52 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 01:50 PM
Final Approval Date: 10/28/2016		

## **RESOLUTION IN SUPPORT OF A REGIONAL POTABLE WATER TRANSMISSION**

**WHEREAS**, potable water is a precious and vital commodity necessary to support human life, critical to economic development and for the general benefit of all communities; and

**WHEREAS**, the Rio Grande River is the most viable source of raw water for the residents of the Lower Rio Grande Valley; and

**WHEREAS**, Hidalgo County recognizes the importance of a reliable source of potable water for their residents which will result in promoting tourism and support economic development opportunities for our region; and

**WHEREAS**, McAllen Public Utility has made strategic investments to insure the availability and reliability of potable water for its service area; and

**WHEREAS**, McAllen Public Utility has been successful in planning and programming capital improvements to achieve the availability of future potable water treatment capacities for the benefit of its rate payers; and

**WHEREAS**, McAllen Public Utility wishes to provide support to other water utility entities in the Rio Grande Valley by creating a partnership that will result in mutual benefit; and

**WHEREAS**, this can be accomplished by the extension of a potable water transmission line through various communities located immediately east of McAllen Public Utility's service area; and

**WHEREAS**, funding for this type of project may be available through various federal and state agencies, including but not limited to the Texas Water Development Board; and

**WHEREAS**, Hidalgo County recognizes that the development and construction of a project of this nature will have a tremendous positive economic impact on both job creation and economic growth to their service area.

**NOW, THEREFORE, BE IT RESOLVED** that the Hidalgo County Commissioners Court hereby unanimously expresses its strong support and willingness to partner with McAllen Public Utility as it works to determine the feasibility of constructing a regional potable water transmission line to the east of its current service area.

**Approved this 1<sup>st</sup> day of November 2016.**

\_\_\_\_\_  
RAMON GARCIA  
County Judge

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

\_\_\_\_\_  
EDUARDO "EDDIE" CANTU  
County Commissioner, Pct. 2

\_\_\_\_\_  
JOE M. FLORES  
County Commissioner, Pct. 3

\_\_\_\_\_  
JOSEPH PALACIOS  
County Commissioner, Pct. 4

\_\_\_\_\_  
Attest: ARTURO GUAJARDO, JR.  
County Clerk

AI-57038

Precinct #4 19. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

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

**Department:** COMM. PCT. #4

---

**Information**

**CAPTION**

Pct 4 Rd. Maint (1200):

A. Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.

B. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of \$142,011.20.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-124-007-0-XXX

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

**BUDGETARY IMPACT:**

Funds available pending certification of revenues from Auditor's Office. Receipt#203793  
Funds are currently recorded in acct #6-1200-341-50-124-002-0-000 R&B Pct 4 - DD#1  
J-09 Drainage Project.

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**Attachments**

Memo J-09

Appropriation PP 14-17

COR

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/25/2016 11:38 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Nick Perez		Started On: 10/25/2016 09:28 AM
Final Approval Date: 10/28/2016		



## County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

### MEMO

DATE: OCTOBER 25, 2016  
TO: HIDALGO COUNTY AUDITOR  
RAY EUFRACIO  
FROM: HIDALGO COUNTY PCT. #4 *must*  
REF: CHK#022088 J-09 PROJECT

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES **CHK #022088** BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: 6-1200-341-50-124-002-0-000.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE,  
THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#022088

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



**HIDALGO COUNTY  
DRAINAGE DISTRICT #1**

902 N. DOOLITTLE  
EDINBURG, TEXAS 78542

**CAPITAL PROJECTS FUND**

LONE STAR NATIONAL  
BANK  
MEMBER FDIC  
88-1168/1149

No. **022088**

Check Date	Check No.	Amount
10/25/16	00002400	\$142,011.20

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the Capital Projects Fund

PAY

\*\*\*\*One Hundred Forty Two Thousand Eleven and 20/100 Dollars

TO THE HIDALGO COUNTY PCT. NO. 4  
ORDER C/O JOSEPH PALACIOS  
OF 1102 N. DOOLITTLE RD.  
EDINBURG, TX 78542

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

*Norma S. Garcia*

COUNTY TREASURER

*Lora Brown*

FINANCIAL OFFICER

⑈0000 2400⑈ ⑆114911687⑆ ⑈71015868⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #:

00002400  
10/25/2016

Invoice	Description	Amount
PP14-17-2016	J09 DRAIN LABOR & MACHINERY REIMBURSEMENT	\$142,011.20

Total : \$142,011.20

DATE: October 25, 2016

**2016**  
Appropriation



DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-XXX

Contact Person: Nick Perez Ph#: (956) 383-3112 ext. 4008

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1200-431-00-124-007-0- 890	PCT4 RD MAINT OTHER	142,011.20
6-1200-341-50-124-002-0-000	R&B Pct 4 - DD#1 J-09 Drainage Project	142,011.20
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>142,011.20</b>

REASON:

To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP14-17.

DEPARTMENT HEAD SIGNATURE

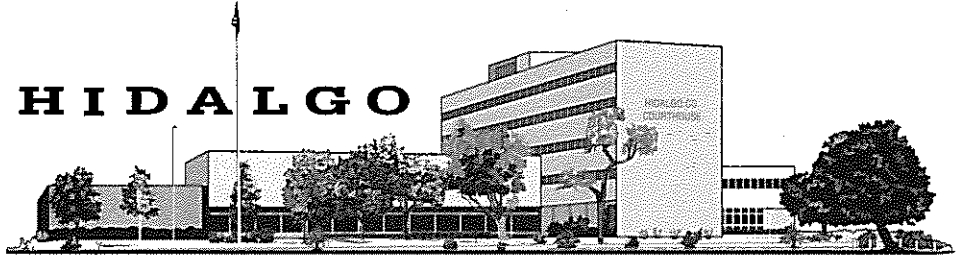
10,25,16

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

# COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

October 31, 2016

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the Drainage District No. 1 for the J-09 Project in the amount of \$142,011.20. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

10/31/16  
Date

**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SMOLETTERRY  
JUDGE, 32<sup>ND</sup> D.C.

RODOLFO DELGADO  
JUDGE, 37<sup>TH</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 138<sup>TH</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 204<sup>TH</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 275<sup>TH</sup> D.C.

MARIO E. RAMIREZ, JR.  
JUDGE, 332<sup>ND</sup> D.C.

NOE DONAZALEZ  
JUDGE, 370<sup>TH</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 380<sup>TH</sup> D.C.

AIDA SALINAS FLORES  
JUDGE, 394<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 400<sup>TH</sup> D.C.

JESSE CONTRERAS  
JUDGE, 440<sup>TH</sup> D.C.



## County of Hidalgo Pct. 4

Commissioner Joseph Palacios  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

### MEMO

DATE: OCTOBER 25, 2016  
TO: HIDALGO COUNTY AUDITOR  
RAY EUFRACIO  
FROM: HIDALGO COUNTY PCT. #4 *Wust*  
REF: CHK#022088 J-09 PROJECT

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING REVENUES CHK #022088 BE CERTIFIED INTO THE FOLLOWING ACCOUNT.

ACCOUNT: 6-1200-341-50-124-002-0-000.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE,  
THANK YOU.

NICK PEREZ

ATTACHMENTS: CHK#022088

RECEIVED BY  
CONNIE MENDOZA  
COUNTY AUDITOR  
2016 OCT 31 AM 10 26

AI-57038

Precinct #4 39. A.

CC - REGULAR

Meeting Date: 11/01/2016

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

Department: COMM. PCT. #4

Information

CAPTION

Pct 4 Rd. Maint (1200):

A. Approval of certification of revenues as certified by the County Auditor for revenues received from the Hidalgo County Drainage District No. 1 for reimbursements from the J-09 Drain Project.

B. Approval of 2016 appropriation of funds into Pct 4 Rd. Maint. in the amount of \$142,011.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016

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

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

BUDGETARY IMPACT:

Funds available pending certification of revenues from Auditor's Office. Receipt#203793

Funds are currently recorded in acct #6-1200-341-50-124-002-0-000 R&B Pct 4 - DD#1 J-09 Drainage Project.

Attachments

Memo J-09

Appropriation PP 14-17

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/25/2016 11:38 AM
Final Approval		
Form Started By: Nick Perez		Started On: 10/25/2016 09:28 AM

DATE: October 25, 2016

**2016**  
Appropriation

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Department of Budget & Management for Pct 4 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-124-007-0-XXX

Contact Person: Nick Perez Ph#: (956) 383-3112 ext. 4008



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0-	890	PCT4 RD MAINT	OTHER	142,011.20
6-1200-341-50-124-002-0-000		R&B Pct 4 - DD#1 J-09 Drainage Project		142,011.20
TOTAL BUDGET INCREASE (DECREASE)				142,011.20

REASON: To appropriate funding for revenues from Drainage District No.1 for the J-09 Drain Project for PP14-17.

Joseph Palacios  
DEPARTMENT HEAD SIGNATURE

10,25,16  
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Customer Detail - FCIND07A 06/23/15 10:55 am

Receipt No  Old Ref. No.  Batch No 18 006320 Customer  
 Date 10-25-2016 Statement No  Bank No 02 Received From DD#1 PCT 4 JOS PROJECT

**Totals** Mailing Name  
Address

Cash		Credit			
Check	142,011.20	Memo			

Credits	Description	Account Number	Amount	Notation
	R&B PCT 4 DD#1 JOS DRAINAGE PROJECT	6-1200-341-50-124-002-0-000	142,011.20	00002400

**Debits**

	R&B PCT 4 DD#1 JOS DRAINAGE PROJECT	6-1200-101-00-000-000-0-000	142,011.20	
--	-------------------------------------	-----------------------------	------------	--



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

Receipt No: 203793

Received From: DD#1 PCT 4 J09 PROJECT

Date 10/25/16

---

1	00002400	R&B PCT 4 DD#1 J09 DRAINAGE PROJECT	6-1200-341-50-124-002-0-000	142,011.20
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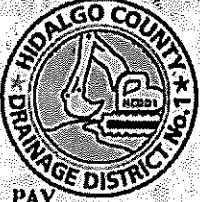
Total: 142,011.20

Check Total	142,011.20
Cash Total	.00
Credit Total	.00
Other Total	.00

---

---

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



**HIDALGO COUNTY  
DRAINAGE DISTRICT #1**  
902 N. DOOLITTLE  
EDINBURG, TEXAS 78542  
**CAPITAL PROJECTS FUND**

LONE STAR NATIONAL  
BANK  
MEMBER FDIC  
88-11681149

No. **022088**

Check Date	Check No.	Amount
10/25/16	00002400	\$142,011.20

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the Capital Projects Fund

PAY  
\*\*\*\*One Hundred Forty Two Thousand Eleven and 20/100 Dollars

TO THE HIDALGO COUNTY PCT. NO. 4  
ORDER C/O JOSEPH PALACIOS  
OF 1102 N. DOOLITTLE RD.  
EDINBURG, TX 78542

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

*Norma S. Garcia*  
*Jose Guzman*

COUNTY TREASURER  
FINANCIAL OFFICER

⑈00002400⑈ ⑆114911687⑆ ⑆71015868⑆

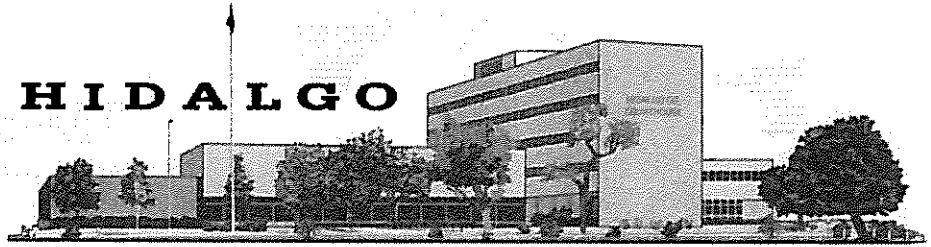
Payee HIDALGO COUNTY PCT. NO. 4 Account #: 00002400  
10/25/2016

Invoice	Description	Amount
PP14-17-2016	J09 DRAIN LABOR & MACHINERY REIMBURSEMENT	\$142,011.20

Total : \$142,011.20

2016 OCT 31 AM 10 26  
RECEIVED BY  
COUNTY AUDITOR

# 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](http://www.co.hidalgo.tx.us/auditor)

EDINBURG, TEXAS 78539

October 7, 2016

Honorable Joseph Palacios  
Hidalgo County Commissioner Pct. 4  
1051 North Doolittle  
Edinburg, Texas 78541

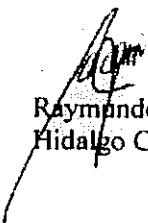
Dear Commissioner Palacios:

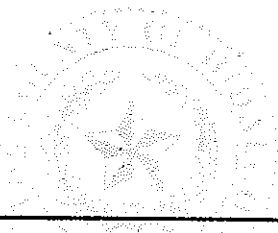
The Auditor's Office has concluded the review of the J-09 Project for pay periods 14, 15, 16, and 17 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is \$142,011.20.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is \$142,011.20 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor



## HIDALGO COUNTY DISTRICT JUDGES

LUIS M. BRIGLEY  
JUDGE, 12<sup>th</sup> D.C.

RODOLFO DELGADO  
JUDGE, 18<sup>th</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 19<sup>th</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 24<sup>th</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 37<sup>th</sup> D.C.

MARIO E. RAMIREZ, JR.  
JUDGE, 32<sup>nd</sup> D.C.

NOE GONZALEZ  
JUDGE, 37<sup>th</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 38<sup>th</sup> D.C.

ADA SALINAS FLORES  
JUDGE, 39<sup>th</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 43<sup>rd</sup> D.C.

JESSE CONTRERAS  
JUDGE, 44<sup>th</sup> D.C.

**J-09 Drainage Project**

2016	<u>Original</u>		<u>Disallowed</u>	<u>Total Due</u>
	<u>Request</u>	<u>Allowed</u>	<u>Amount</u>	<u>From DD#1</u>
<b>PP14</b>				
6/13/2016-6/26/2016				
Labor	\$ 2,261.00	\$ 2,261.00	\$ -	\$ 2,261.00
Equipment	13,080.00	13,080.00	-	13,080.00
Fuel	1,065.07	-	1,065.07	-
<b>Total</b>	<u>16,406.07</u>	<u>15,341.00</u>	<u>1,065.07</u>	<u>15,341.00</u>
<b>PP15</b>				
6/27/2016-7/10/2016				
Labor	\$ 10,682.10	\$ 10,682.10	\$ -	\$ 10,682.10
Equipment	19,026.60	19,026.60	-	19,026.60
Fuel	1,419.42	884.95	534.47	884.95
<b>Total</b>	<u>31,128.12</u>	<u>30,593.65</u>	<u>534.47</u>	<u>30,593.65</u>
<b>PP16</b>				
7/11/2016-7/24/2016				
Labor	\$ 14,997.84	\$ 14,997.84	\$ -	\$ 14,997.84
Equipment	30,107.51	29,975.22	132.29	29,975.22
Fuel	2,527.60	1,269.83	1,257.77	1,269.83
<b>Total</b>	<u>47,632.95</u>	<u>46,242.89</u>	<u>1,390.06</u>	<u>46,242.89</u>
<b>PP17</b>				
7/25/2016-8/7/2016				
Labor	\$ 13,526.35	\$ 13,526.35	\$ -	\$ 13,526.35
Equipment	34,007.40	34,007.40	-	34,007.40
Fuel	2,467.23	2,299.91	167.32	2,299.91
<b>Total</b>	<u>50,000.98</u>	<u>49,833.66</u>	<u>167.32</u>	<u>49,833.66</u>
<b>Grand Total</b>	<u>\$ 145,168.12</u>	<u>\$ 142,011.20</u>	<u>\$ 3,156.92</u>	<u>\$ 142,011.20</u>

Labor	\$ 41,467.29
Equipment	96,089.22
Fuel	4,454.69
	<u>\$ 142,011.20</u>

AI-57041

Budget and Management 20. A.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Sergio Cruz, BUDGET & MANAGEMENT

**Submitted By:** Angelica M. Tapia, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

---

**Information**

**CAPTION**

Approval of automated clearing house (ACH) payment to the Department of Health and Human Services (HHS) via Pay.gov for the County's 2016 Affordable Care Act (ACA) Transitional Reinsurance fee of \$184,329.00.

**BACKGROUND**

The transitional reinsurance fee was established by the Patient Protection and Affordable Care Act (PPACA). It is levied on employers and insurers for benefit years 2014, 2015 and 2016. The purpose of it is to finance a temporary reinsurance fund to stabilize premiums in the individual market inside and outside of the Marketplaces. The Department of Health and Human Services (HHS) has set the rate of \$2.25 per each covered life per month (\$27 per year) for benefit year 2016. It's based on enrollment count for the first nine months of the year. For the County, the \$184,329 is based on 6,827 covered lives.

---

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-2201-415-00-115-009-0-851

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

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

**BUDGETARY IMPACT:**

Funds available as of 10/26/16.

---

**Attachments**

Calculation

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/26/2016 09:12 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Angelica M. Tapia		Started On: 10/25/2016 11:00 AM
Final Approval Date: 10/28/2016		

2016

DATE FOR QUARTER	TOTAL NO. OF LIVES FOR THE DATE COVERED	NUMBER OF DATES	NUMBER OF DATES COVERED LIVES	NUMBER OF DATES IN QUARTER
3/31/2016	6,835			90
6/30/2016	6,873	3		91
9/30/2016	6,772			92
	20,480	3	<b>6,827</b>	

\$ 27.00 APPLICABLE BENEFIT YEAR CONTRIBUTION RATE  
\$ 184,329.00

\$21.60 CONTRIBUTION **RATE** FOR PROGRAM PAYMENTS AND PROGRAM ADMINISTRATION FUNDS  
\$ 147,463.20 CONTRIBUTION **AMOUNT DUE** FOR PROGRAM PAYMENTS AND PROGRAM ADMINISTRATION FUNDS  
  
\$ 5.40 CONTRIBUTION **RATE** FOR GENERAL FUND OF THE US TREASURY  
\$ 36,865.80 CONTRIBUTION **AMOUNT DUE** FOR GENERAL FUND OF THE US TREASURY  
  
\$ 184,329.00 TOTAL CONTRIBUTIONS DUE FOR THE APPLICABLE BENEFIT YEAR

## Key Deadlines for the 2016 Benefit Year

Date	Activity	Contribution Amount
<b>To Make a Full Contribution in One Payment (Combined Collection) for the 2016 BY:</b>		
File no later than November 15, 2016	Submit the Form and schedule payment	
Remit no later than January 17, 2017	Pay full contribution amount due (one payment)	<b>\$27.00</b> per covered life
<b>TOTAL</b>		<b>\$27.00</b>
<b>OR</b>		
<b>To Make a Full Contribution in Two Payments (First and Second Collection) for the 2016 BY:</b>		
File no later than November 15, 2016	Submit the Form and schedule payment of first collection contribution and duplicate the Form and schedule payment of second collection	
Remit no later than January 17, 2017	Pay first contribution amount due	<b>\$21.60</b> per covered life
Remit no later than November 15, 2017	Pay second contribution amount due	<b>\$5.40</b> per covered life
<b>TOTAL</b>		<b>\$27.00</b>



2016 ACA REINSURANCE FEE HIDALGO COUNTY Membership Counts.xlsx - Microsoft Excel

File Home Insert Page Layout Formulas Data Review View Acrobat QuickBooks

Clipboard Font Alignment Number Styles Cells Editing

F63 =SUM(F9:F62)

	A	B	C	D	E	F	G
1	HIDALGO COUNTY - Account #021185						
2	Membership Counts						
3	Membership Period 03/01/2016 - 03/31/2016						
4							
5							
6	This report is not designed to fulfill incentive or disincentive requirements.						
7							
8	Billing Category	Contract Type	Health Benefit Agreement	Section	Month/Year	Member Count	Employee Count
62	Retiree	SUBSCRIBER ONLY	PLAN 1 BASIC	0006	201603	29	29
63						6835	3755

COUNT 03.31.2016 06.30.2016 09.30.2016 SUPPORTING DOCUMENTATION SNAPSHO

Ready 100%

2016 ACA REINSURANCE FEE HIDALGO COUNTY Membership Counts.xlsx - Microsoft Excel

File Home Insert Page Layout Formulas Data Review View Acrobat QuickBooks

Clipboard Font Alignment Number Styles Cells Editing

F69 =SUM(F9:F68)

	A	B	C	D	E	F	G
1	HIDALGO COUNTY - Account #021185						
2	Membership Counts						
3	Membership Period 06/01/2016 - 06/30/2016						
4							
5							
6	This report is not designed to fulfill incentive or disincentive requirements.						
7							
8	Billing Category	Contract Type	Health Benefit Agreement	Section	Month/Year	Member Count	Employee Count
68	Retiree	SUBSCRIBER ONLY	PLAN 1 BASIC	0006	201606	29	29
69						6873	3765

COUNT 03.31.2016 06.30.2016 09.30.2016 SUPPORTING DOCUMENTATION SNAPSHO

Ready 100%

2016 ACA REINSURANCE FEE HIDALGO COUNTY Membership Counts.xlsx - Microsoft Excel

File Home Insert Page Layout Formulas Data Review View Acrobat QuickBooks

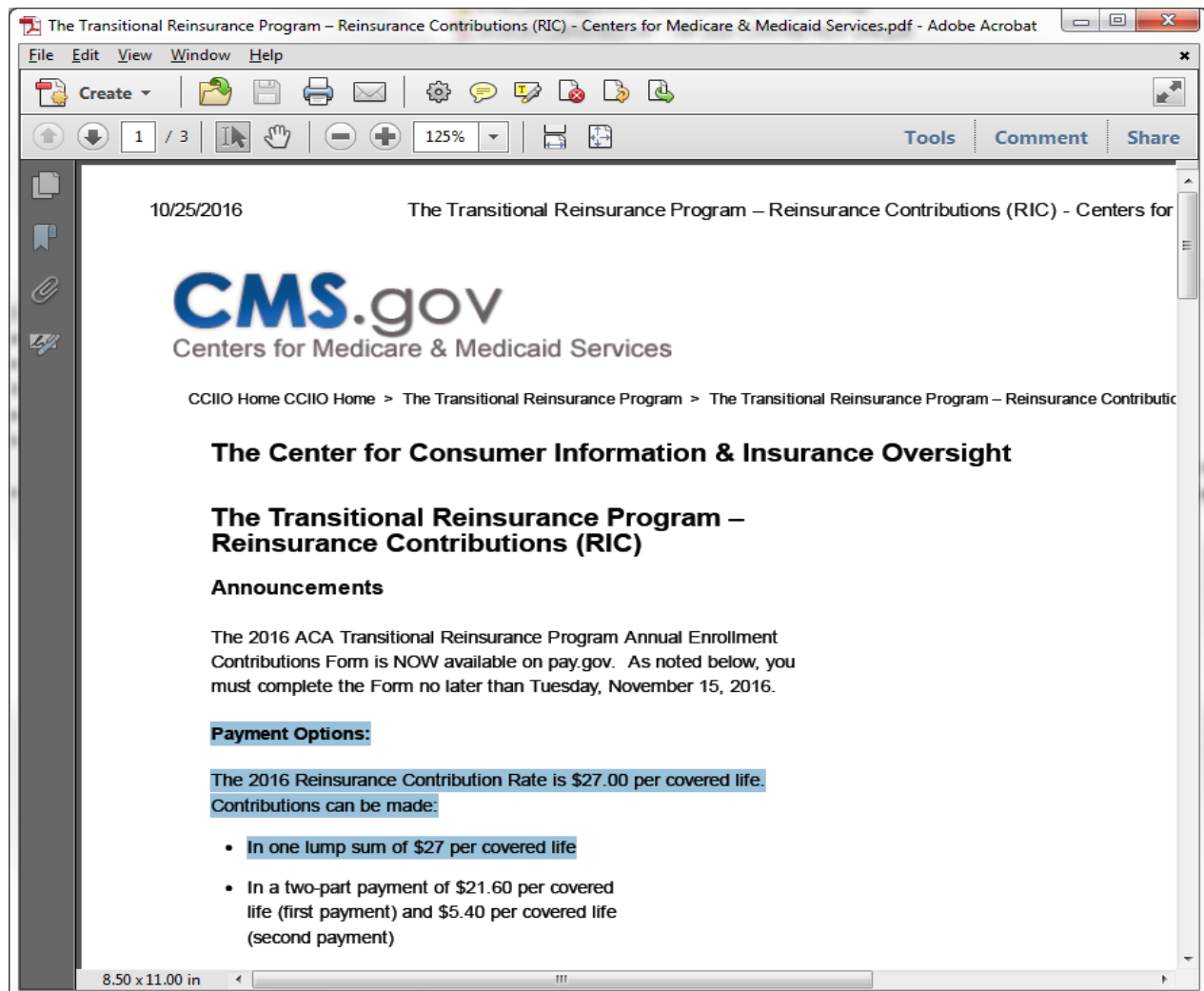
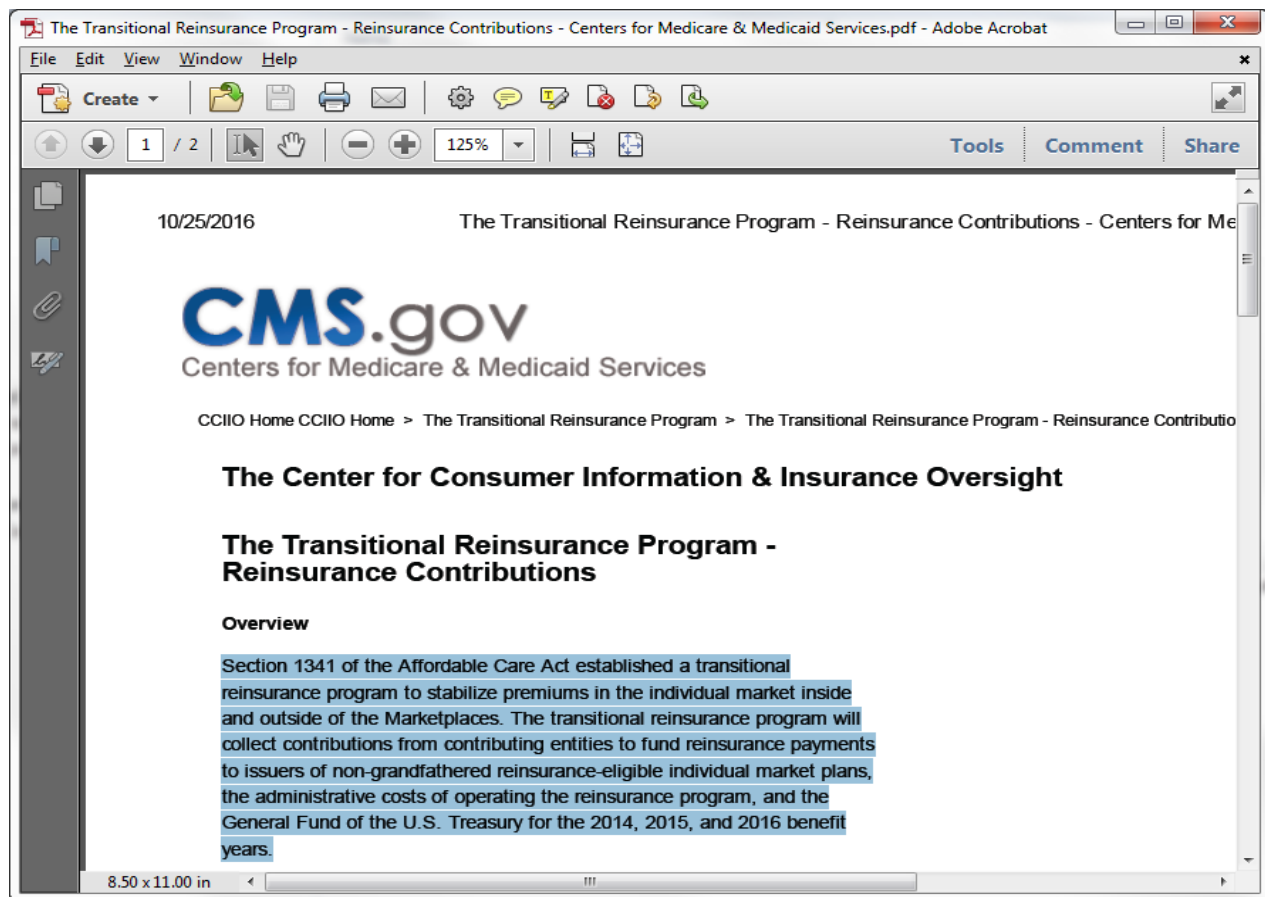
Clipboard Font Alignment Number Styles Cells Editing

F67 =SUM(F9:F66)

	A	B	C	D	E	F	G
1	HIDALGO COUNTY - Account #021185						
2	Membership Counts						
3	Membership Period 09/01/2016 - 09/30/2016						
4							
5							
6	This report is not designed to fulfill incentive or disincentive requirements.						
7							
8	Billing Category	Contract Type	Health Benefit Agreement	Section	Month/Year	Member Count	Employee Count
66	Retiree	SUBSCRIBER ONLY	PLAN 1 BASIC	0006	201609	29	29
67						6772	3725

06.30.2016 09.30.2016 SUPPORTING DOCUMENTATION SNAPSHOT COUNT METHOD

Ready 100%



The Transitional Reinsurance Program - Reinsurance Contributions - Centers for Medicare & Medicaid Services.pdf - Adobe Acrobat

File Edit View Window Help

Create

1 / 2 125% Tools Comment Share

the administrative costs of operating the reinsurance program, and the General Fund of the U.S. Treasury for the 2014, 2015, and 2016 benefit years.

**How Does a Contributing Entity Make Reinsurance Contributions?**

HHS has implemented a streamlined approach to complete the contributions process through Pay.gov. To successfully complete the reinsurance contribution process, contributing entities, or TPAs or ASO contractors on their behalf, must register on Pay.gov.

- Pay.gov offers a simplified method for contributing entities to register, submit their covered lives count, be notified of the contribution amount owed, and remit contributions
- Pay.gov is a secure, web-based application owned by the Federal Government
- Pay.gov allows external parties to submit forms online and make online payments to government agencies

Using Pay.gov, the contributing entity (or TPAs or ASO contractors on their behalf) will access the "2016 Transitional Reinsurance Program Annual Enrollment and Contributions Submission Form" to enter the annual enrollment count. Additionally, contributing entities will schedule payment for calculated reinsurance contributions on the payment page.

For further information regarding how to make a reinsurance contribution, select the link under **Educational Resources**.

8.50 x 11.00 in

AI-57032

Budget and Management 20. B. 1.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

---

**Information**

**CAPTION**

Pct. 1 Road & Bridge (1200):

- a. Approval of certification of revenues, as certified by the County Auditor, for 1/3 paving revenues in relation to the Los Cielos Subdivision (Mile 12 1/2 N) road improvement project.
- b. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of \$70,597.75.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-121-005-0-610

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds in relation to 1/3 paving revenues for *Pct. 1 Rd. Maint.-General Supplies*

Monies were receipted on **6-13-14** as unearned revenue in acct

#6-1200-223-00-124-082-0-000 *R & B Pct. 4-Unearned Rev.-1/3 Los Cielos (refer to receipt #176279)*. As per Auditor's Office the revenues will be reclassified into the correct Pct. 1 revenue acct of 6-1200-341-30-121-001-0-000 *R & B Pct. 1- 1/3 Paving Rev.*

Certification of revenues request letter sent by DBM to Auditor's Office on 10-25-16.

---

**Attachments**

Appropriation

COR

---

**Form Review**

**Inbox**

Ivan Cantu (Originator)  
Budget & Management

**Reviewed By**

Ivan Cantu  
Veronica Ortiz

**Date**

10/26/2016 08:31 AM  
10/26/2016 09:09 AM

Merlen P. Munoz

Final Approval

Form Started By: Ivan Cantu

Final Approval Date: 10/28/2016

Merlen P. Munoz

Monica Badillo

10/26/2016 09:25 AM

10/28/2016 02:37 PM

Started On: 10/24/2016 11:36 AM

DATE: November 1, 2016

**2016**  
Appropriation



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Rd. Maint.

**AI #57032/CC 11-1-16**

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-121-005-0-	610	Pct. 1 Rd. Maint-	General Supplies	52,576.37
6-1200-431-00-121-005-0-	430	Pct. 1 Rd. Maint-	Repair & Maintenance Services	15,000.00
6-1200-431-00-121-005-0-	540	Pct. 1 Rd. Maint-	Advertising	3,000.00
6-1200-431-00-121-005-0-	340	Pct. 1 Rd. Maint-	Technical Services	21.38
6-1200-341-30-121-001-0-	000	R & B Pct.1-	1/3 Paving Rev.	70,597.75
<b>TOTAL BUDGET INCREASE (DECREASE)</b>				<b>70,597.75</b>

**REASON:** Appropriation of funds into the Pct. 1 Rd. Maint. for 1/3 paving revenues received in relation to the Los Cielos S/D (M 12.5N) road improvement project.

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](http://www.co.hidalgo.tx.us/auditor)



EDINBURG, TEXAS 78539

October 28, 2016

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

**RE: Certification of Revenue**


Dear Judge and Commissioners:

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

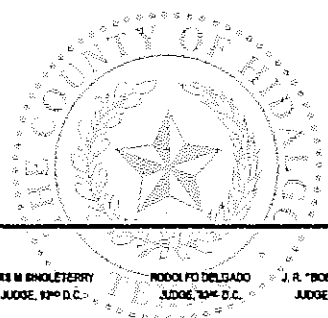
The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from 1/3 paving proceeds for Los Cielos Subdivision (Mile 12 1/2 North Rd.) in Precinct 1 in the amount of \$70,597.75. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

  
\_\_\_\_\_  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

10/31/16  
Date



**HIDALGO COUNTY DISTRICT JUDGES**

- |  |   |  |   |   |   |  |   |   |   |   |
|--|---|--|---|---|---|--|---|---|---|---|
| LUIE M BHOULETERRY<br>JUDGE, 12 <sup>th</sup> D.C. | RODOLFO DELGADO<br>JUDGE, 14 <sup>th</sup> D.C. | J. R. "BOBBY" FLORES<br>JUDGE, 13 <sup>th</sup> D.C. | ROSE GUERRA REYNA<br>JUDGE, 24 <sup>th</sup> D.C. | JUAN R. PARTIDA<br>JUDGE, 27 <sup>th</sup> D.C. | MARIO E. RAMIREZ, JR.<br>JUDGE, 33 <sup>rd</sup> D.C. | MOE GONZALEZ<br>JUDGE, 37 <sup>th</sup> D.C.<br>OVERSEER | LETICIA LOPEZ<br>JUDGE, 38 <sup>th</sup> D.C. | AIDA BALINAS FLORES<br>JUDGE, 39 <sup>th</sup> D.C. | ISRAEL RAMON, JR.<br>JUDGE, 43 <sup>rd</sup> D.C. | JESSE CONTRERAS<br>JUDGE, 48 <sup>th</sup> D.C. |
|--|---|--|---|---|---|--|---|---|---|---|

# HIDALGO COUNTY texas

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



## Memorandum

**To:** Ray Eufrazio, CPA, County Auditor  
**From:** Sergio Cruz, Budget Officer *SC*  
**Date:** October 26, 2016  
**Subject:** Certification of Revenues Pct 1 – 1/3 Paving Revenue  
**Cc:** Linda Fong, 1<sup>st</sup> Assistant County Auditor  
Dina Trevino, Assistant Budget Officer  
Becky Luna, Director of Accounting  
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the R&B Pct 1 – 1/3 Paving Revenue for the following subdivisions

- Los Cielos

The funds recorded by your office total \$70,597.75. The revenue account the funds are posted on is 6-1200-341-30-121-001-0-000 "R&B PCT 1 – 1/3 Paving Revenue" (Receipt #176279)

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

## Nereyda Gonzalez

---

**From:** Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]  
**Sent:** Wednesday, October 26, 2016 4:25 PM  
**To:** ray.eufracio@auditor.co.hidalgo.tx.us  
**Cc:** linda fong; Dina Trevino; becky.luna@auditor.co.hidalgo.tx.us; nereyda.gonzalez@auditor.co.hidalgo.tx.us  
**Subject:** Certification of Revenues Pct. 1 - 1/3 Paving Revenue  
**Attachments:** Certification of Revenues Pct. 1 - 1-3 Paving Revenue.pdf

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# 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](http://www.co.hidalgo.tx.us/budget)

---

## Memorandum

**To:** Ray Eufracio, CPA, County Auditor  
**From:** Sergio Cruz, Budget Officer *SC*  
**Date:** October 26, 2016  
**Subject:** Certification of Revenues Pct 1 – 1/3 Paving Revenue  
**Cc:** Linda Fong, 1<sup>st</sup> Assistant County Auditor  
Dina Trevino, Assistant Budget Officer  
Becky Luna, Director of Accounting  
Nereyda Gonzalez, Financial Accounting Supervisor

---

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

--

---

Alfredo Esparza  
Budget Clerk II  
County of Hidalgo Texas  
Department of Budget & Management  
2818 S. Bus. Hwy 281  
Edinburg, TX 78539  
Phone: 956-292-7025 Ext: 5409  
[alfredo.esparza@co.hidalgo.tx.us](mailto:alfredo.esparza@co.hidalgo.tx.us)

AI-57032

Budget and Management 40. B. 1.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 Road & Bridge (1200):

- a. Approval of certification of revenues, as certified by the County Auditor, for 1/3 paving revenues in relation to the Los Cielos Subdivision (Mile 12 1/2 N) road improvement project.
- b. Approval of 2016 appropriation of funds into the Pct. 1 Rd. Maint (fund 1200, program #005) in the amount of \$70,597.75.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1200-431-00-121-005-0-610

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in relation to 1/3 paving revenues for *Pct. 1 Rd. Maint.-General Supplies*

Monies were receipted on 6-13-14 as unearned revenue in acct #6-1200-223-00-124-082-0-000 R & B Pct. 4-Unearned Rev.-1/3 Los Cielos (refer to receipt #176279). As per Auditor's Office the revenues will be reclassified into the correct Pct. 1 revenue acct of 6-1200-341-30-121-001-0-000 R & B Pct. 1- 1/3 Paving Rev.

Certification of revenues request letter sent by DBM to Auditor's Office on 10-25-16.

Attachments

Pct. 1 Rd. Maint Appropriation

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Ivan Cantu (Originator)	Ivan Cantu	10/26/2016 08:31 AM
Budget & Management	Veronica Ortiz	10/26/2016 09:09 AM
Merlen P. Munoz	Merlen P. Munoz	10/26/2016 09:25 AM
Final Approval		
Form Started By: Ivan Cantu		Started On: 10/24/2016 11:36 AM

DATE: November 1, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

**2016**  
Appropriation

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 Rd. Maint.

**AI #57032/CC 11-1-16**

ACCOUNT NUMBER: 6-1200-431-00-121-005-0-610



Contact Person: Ivan Cantu Ph#:                      Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1200-431-00-121-005-0- 610	Pct. 1 Rd. Maint- General Supplies	70,597.75
6-1200-341-30-121-001-0- 000	R & B Pct. 1- 1/3 Paving Rev.	70,597.75
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>70,597.75</b>

REASON: Appropriation of funds into the Pct. 1 Rd. Maint. for 1/3 paving revenues received in relation to the Los Cielos S/D (M 12.5N) road improvement project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

Subject: Journal Entry

JE - 104698

DATE: 10/11/2016

PREPARED BY: Nereyda Gonzalez

REVIEWED BY: Bl 10/25/14

**DUPLICATE**

ACCOUNT NAME	ACCOUNT NO.	DEBIT	CREDIT
R&B PCT4-UNEARNED REV-1/3 LOS CIELOS	6-1200-223-00-124-082-0-000	70,597.75	
R&B PCT1-1/3 PAVING REVENUE	6-1200-341-30-121-001-0-000		70,597.75
<b>TOTAL</b>		<b>70,597.75</b>	<b>70,597.75</b>

To record 1/3 paving revenue and clear unearned revenue account for the completion of road Mile 12 1/2 North Road in Los Cielos Subdivision by Precinct 1. Please note that original account credited is incorrect, it should have been department 121 not 124 (see attached explanation from Flor Castillo from Planning Department).

REC 1/3 PAV PCT1 LOS CIELOS SUBDVSN 9/16



September 29, 2016

**Hidalgo County  
Planning  
Department**

**T.J. Arredondo, CFM**  
*Director of Planning*

Mr. Reymundo Eufrazio, County Auditor  
Hidalgo County Auditor's Office  
2808 S. Business Hwy 281  
Edinburg, Tx. 78539-6243

RE: 1/3 Paving Escrow Account for Precinct No. 1  
Los Cielos Subdivision

Dear Mr. Eufrazio,

Please be aware that Los Cielos Subdivision has been inspected by our department with regard to the 1/3 Paving Escrow Account for Precinct No. 1. We have confirmed that the road listed below has been constructed as of September 27, 2016 and it complies with County specifications as per Appendix 5, Section 2.9, of the Hidalgo County Subdivision Rules. Please allocate the amount of the escrow of \$70,597.75 to the appropriate Precinct No. 1 account in order to reimburse the precinct for the expenses incurred for this project. Attached are on-site inspection photos of the road in question.

PCT.	SUBDIVISION NAME	AMOUNT	ROAD	INSPECTION DATE
1	Los Cielos Subdivision	\$70,597.75	Mile 12 ½ North Rd.	September 2016

If you should have any questions, please contact me at (956) 318-2840.

Thank You,  
HIDALGO COUNTY PLANNING DEPARTMENT

T.J. Arredondo, CFM  
Director of Planning

RECEIVED BY  
COUNTY AUDITOR  
2016 SEP 29 AM 9 07

**Main Office**  
1304 S. 25<sup>th</sup> Street  
Edinburg, Texas 78542  
Phone (956) 318-2840  
Fax (956) 318-2844

**Engineering Projects Office**  
902 N. Doolittle Road  
Edinburg, Texas 78542  
Phone (956) 292-7080  
Fax (956) 292-7089

**Precinct No. 1 Substation**  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596  
Phone (956) 968-4734  
Fax (956) 973-7850

**Precinct No. 3 Substation**  
2401 N. Moorefield Road  
Mission, Texas 78572  
Phone (956) 205-7045  
Fax (956) 205-7049



T.J. Arredondo, CFM  
Director of Planning

PLANNING DEPARTMENT  
COUNTY OF HIDALGO  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78539  
Tel. (956) 318-2840 • Fax. (956) 318-2844  
[www.co.hidalgo.tx.us](http://www.co.hidalgo.tx.us)

Los Cielos Subdivision  
(1/3 escrow for Mile 12 N. Rd. reimbursement)  
**ONSITE INSPECTION**

WATER FACILITIES: N/A

OSSF / SANITARY SEWER: N/A

DRAINAGE: N/A

NOBEN DRIVE PAVING:

- 24" Thermal plastic stop bar marking for mile 12 Rd. been installed at intersection with F.M. 493.
- Road striping for mile 12 Rd. has been completed.
- Street construction has been complete and in accordance with county specifications
- Street Signs/ Street names have been installed.

You may contact me at (956)318-2840 with any questions regarding this report.

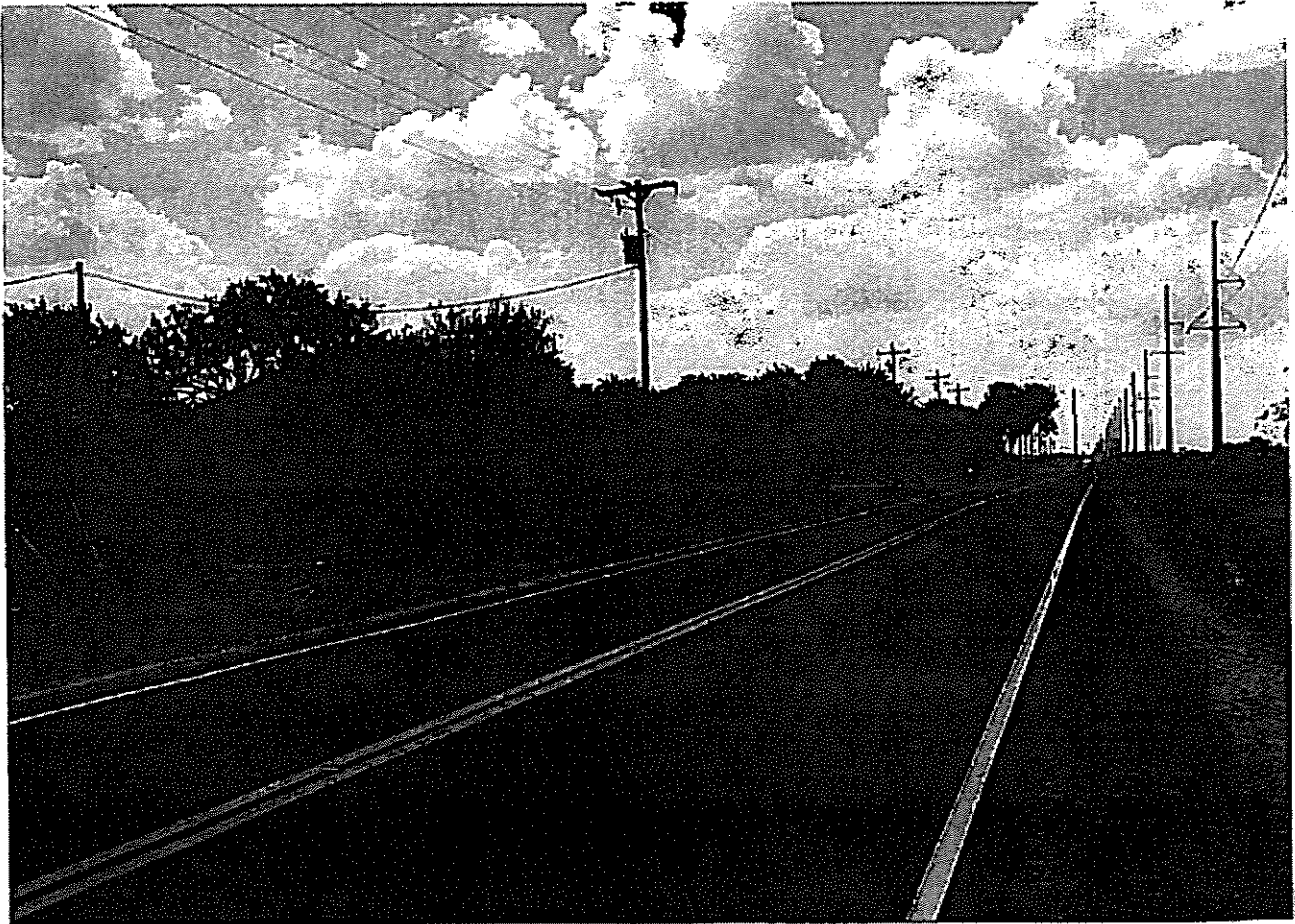
Respectfully,  
Hidalgo County Planning Department

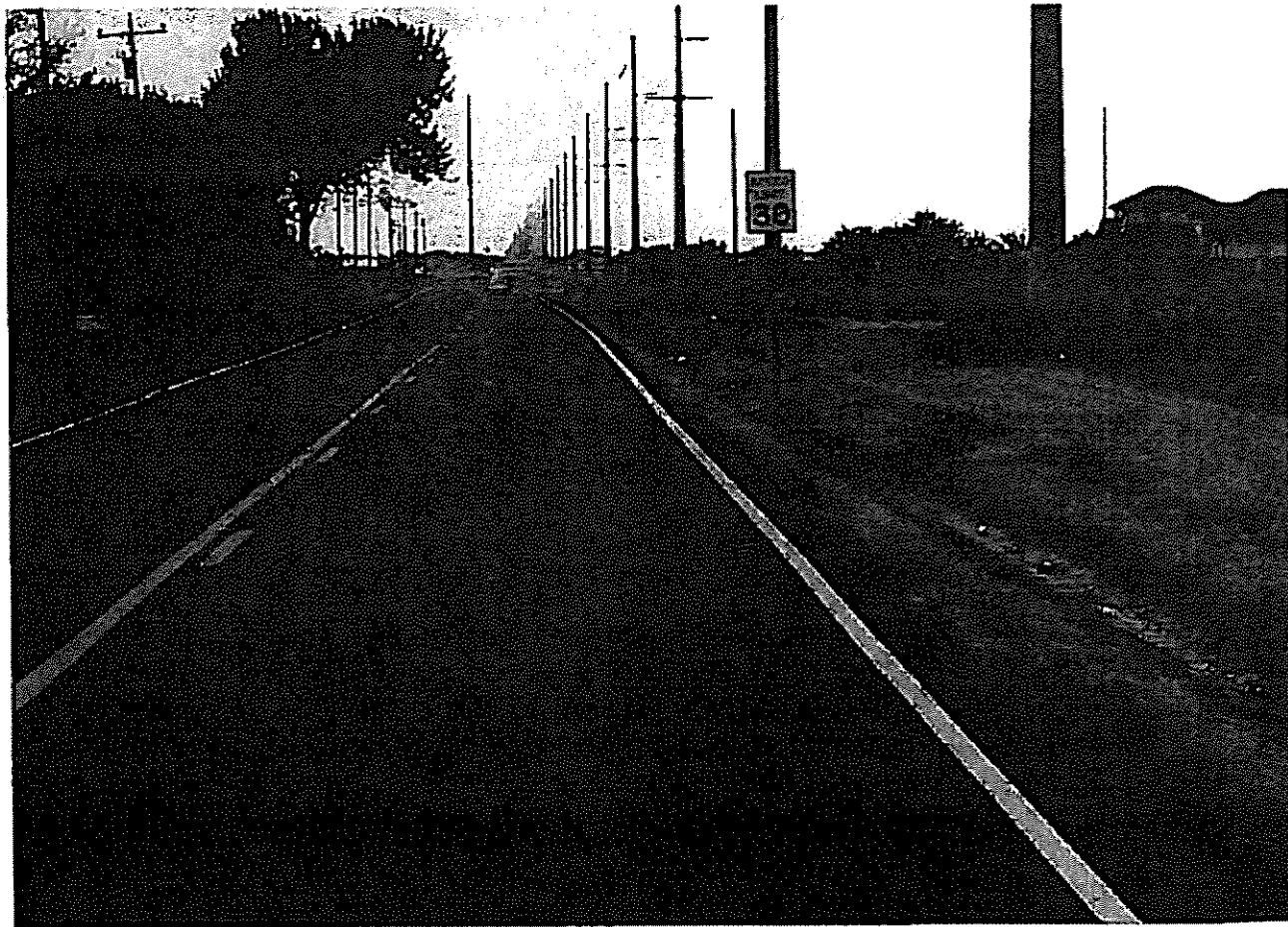
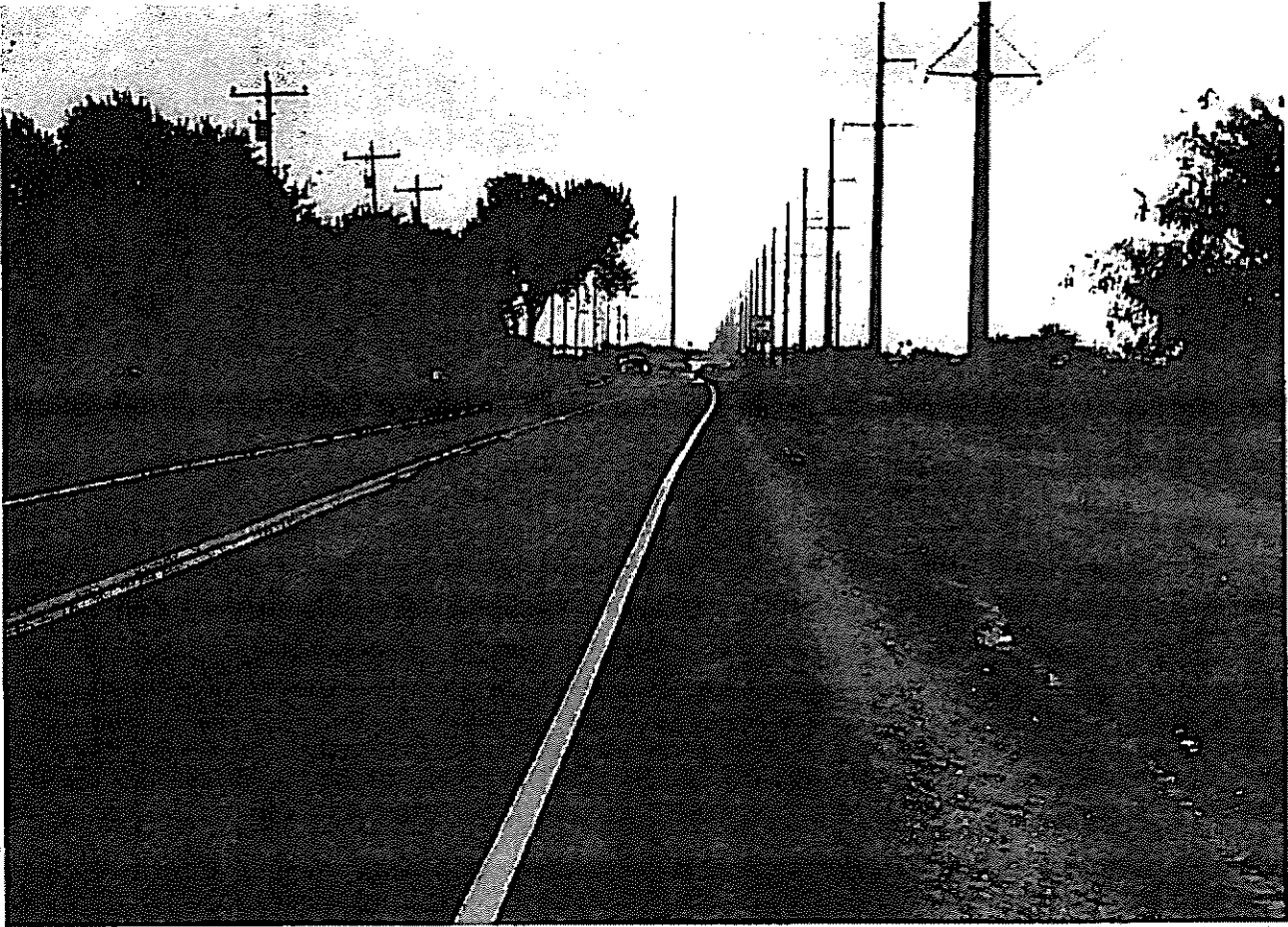
Guillermo A. Rodriguez

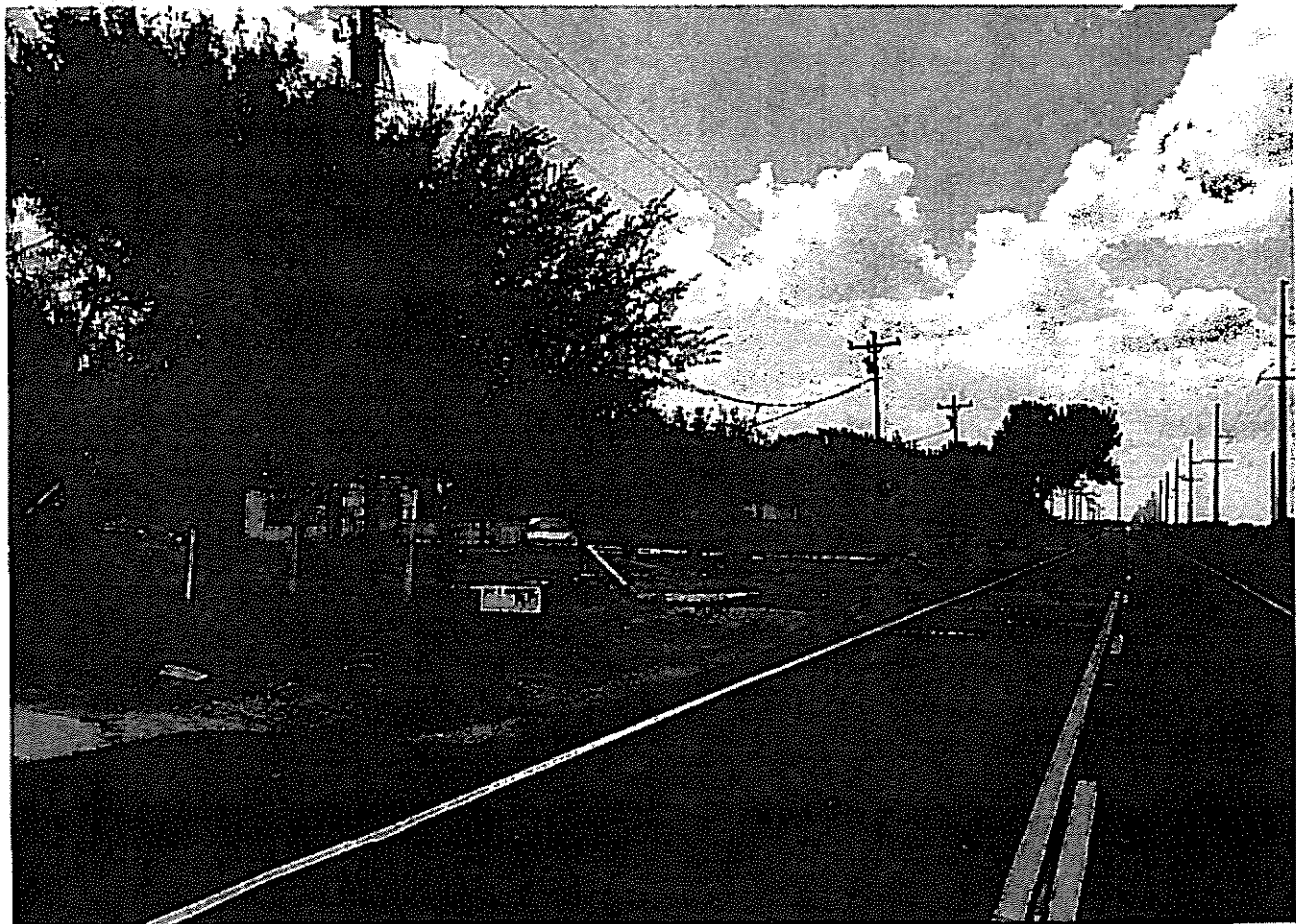
Date 09-27-2016

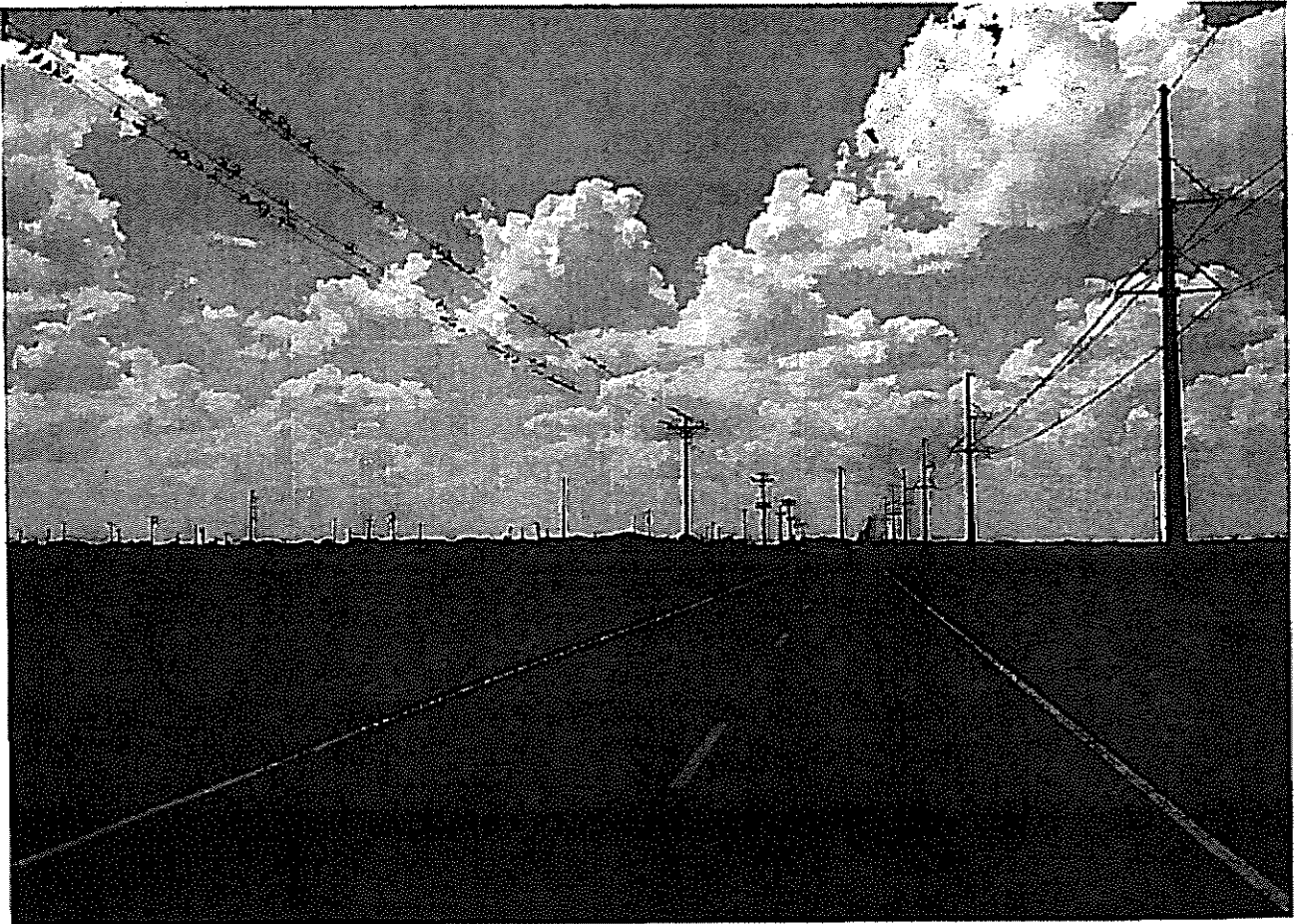
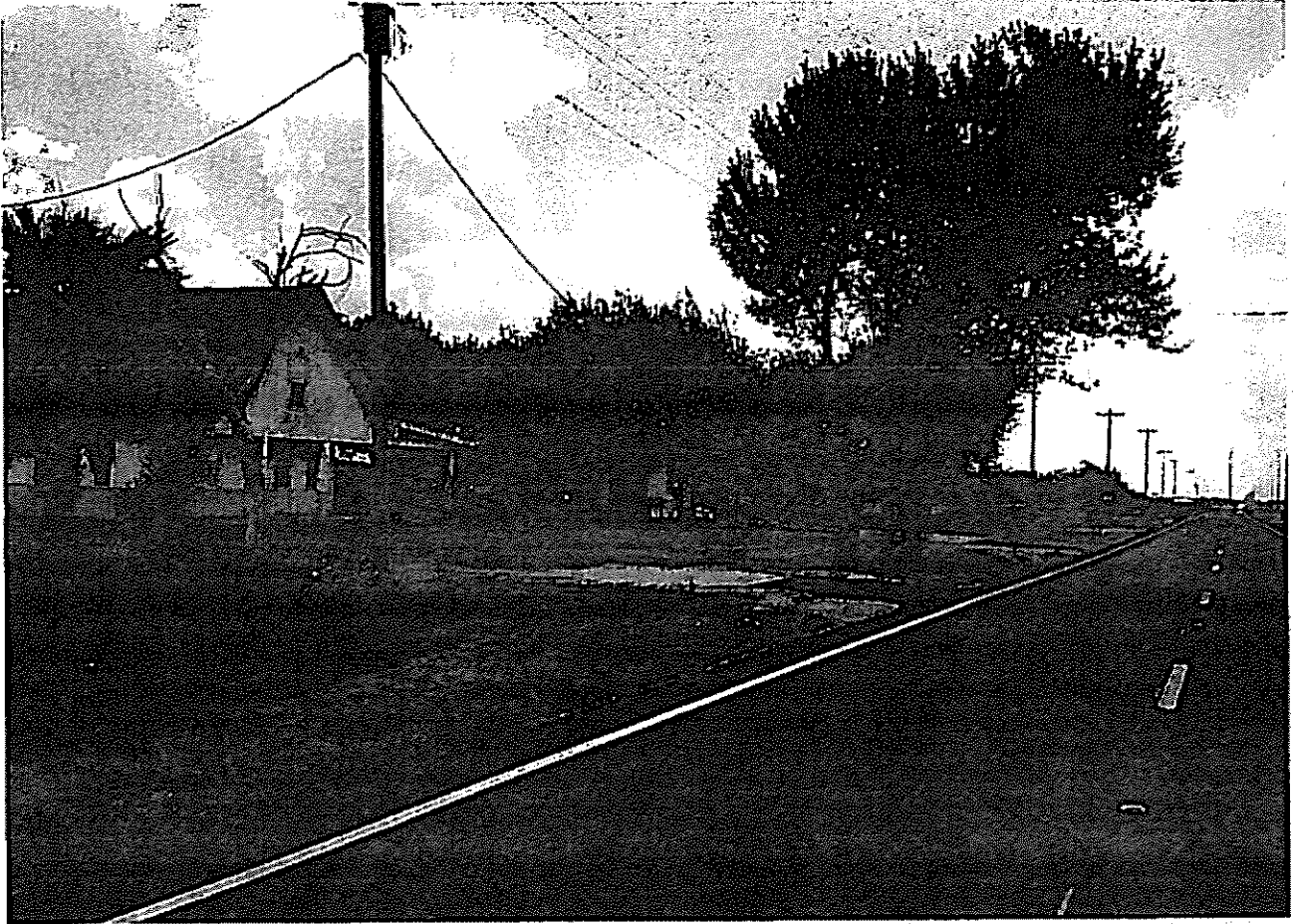
Guillermo A. Rodriguez  
Operations Field Inspector

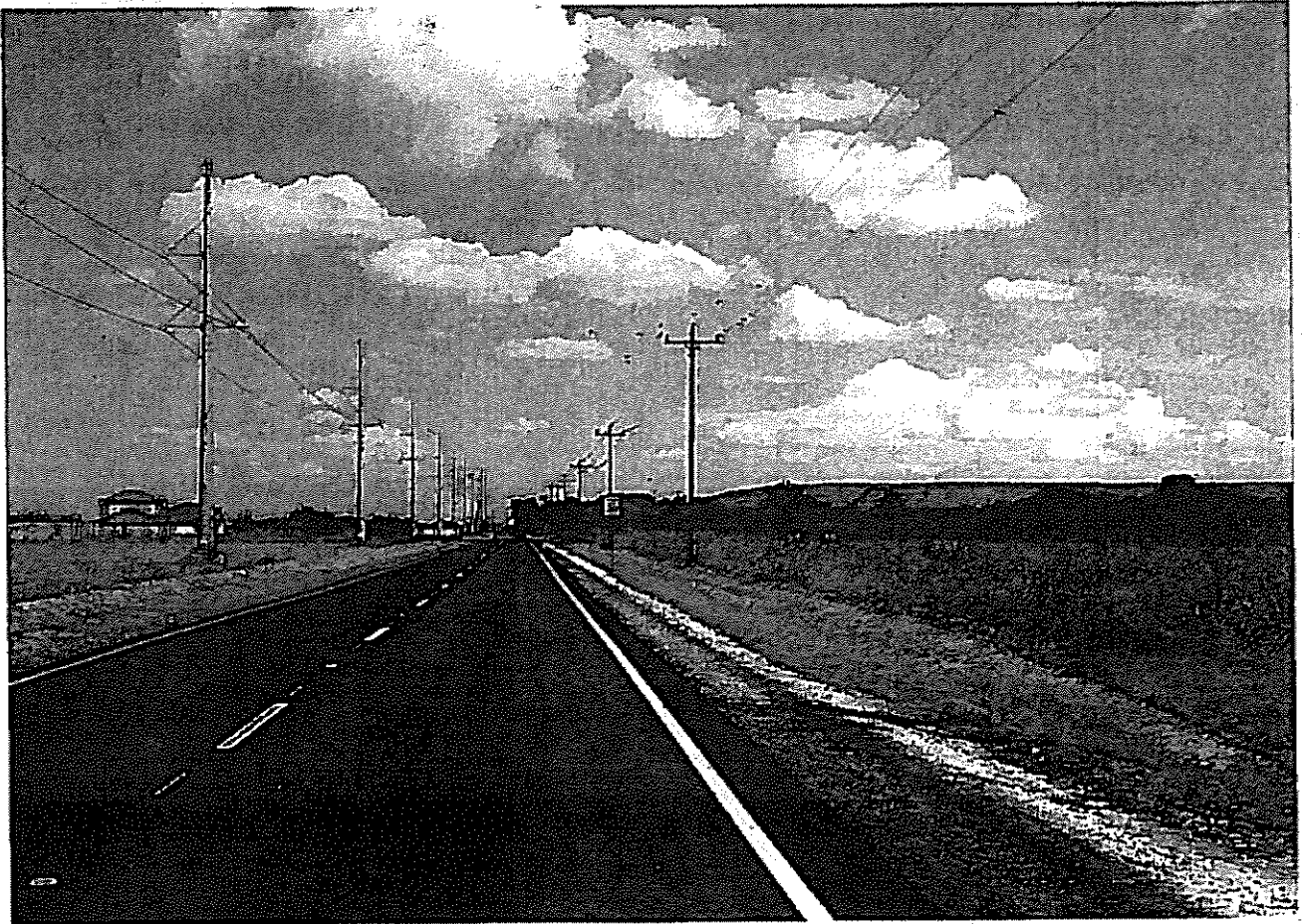
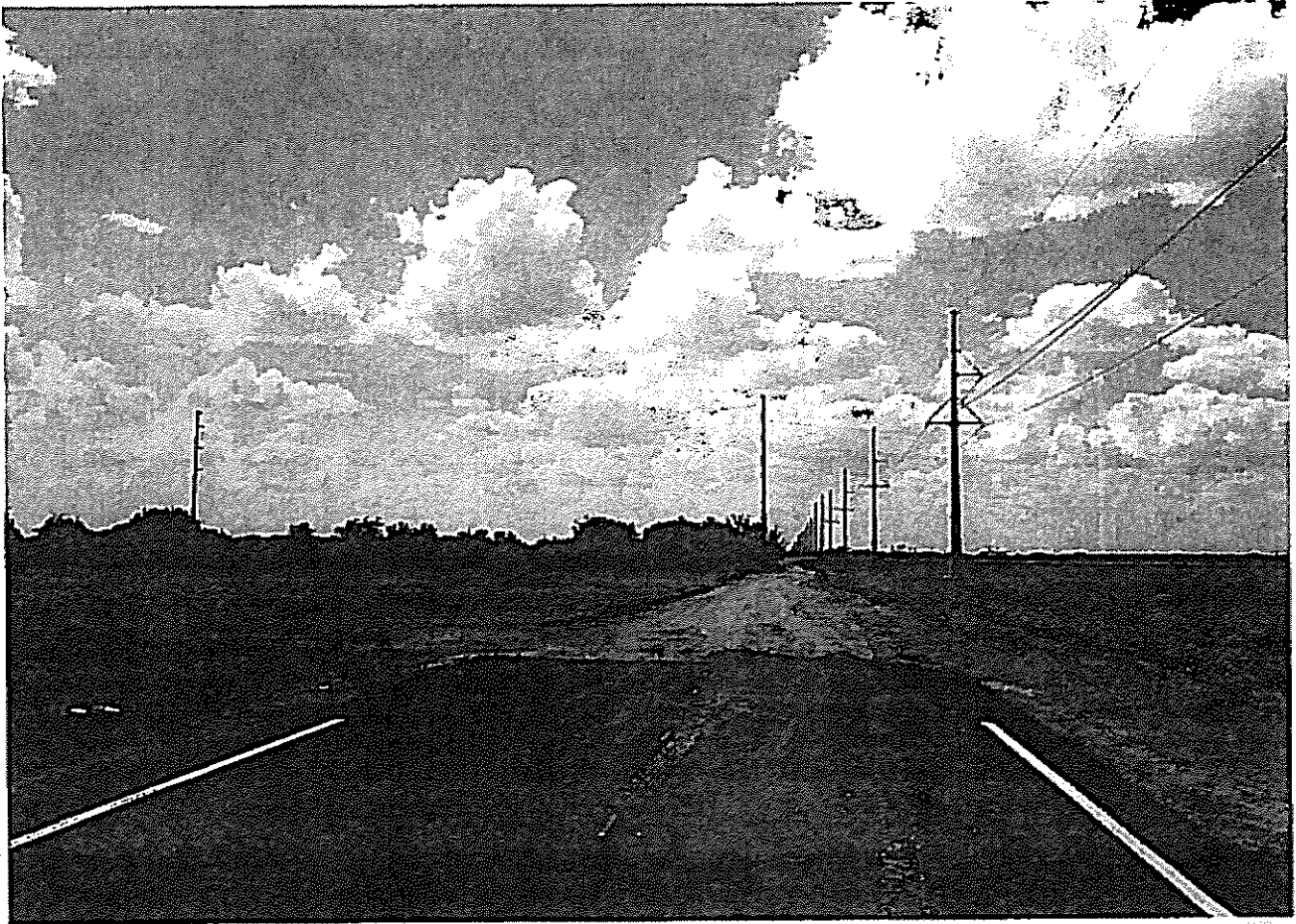














**Becky Luna**

---

**From:** Flor Castillo [flor.castillo@hchd.org]  
**Sent:** Tuesday, October 25, 2016 1:25 PM  
**To:** becky.luna@auditor.co.hidalgo.tx.us  
**Subject:** FW: Los Cielos Subd.-Pct. 1  
**Attachments:** 20161017153708969.pdf

---

**From:** Flor Castillo [mailto:flor.castillo@hchd.org]  
**Sent:** Monday, October 17, 2016 4:24 PM  
**To:** 'nereyda.gonzalez@auditor.co.hidalgo.tx.us'  
**Cc:** 'Jose Tovar'  
**Subject:** FW: Los Cielos Subd.-Pct. 1

As per our conversation earlier, the Subject Subdivision is located at the Pct. 1 area. I have attached a copy of the map where it shows the closest intersection.

Please contact me if you have further questions, thank you.

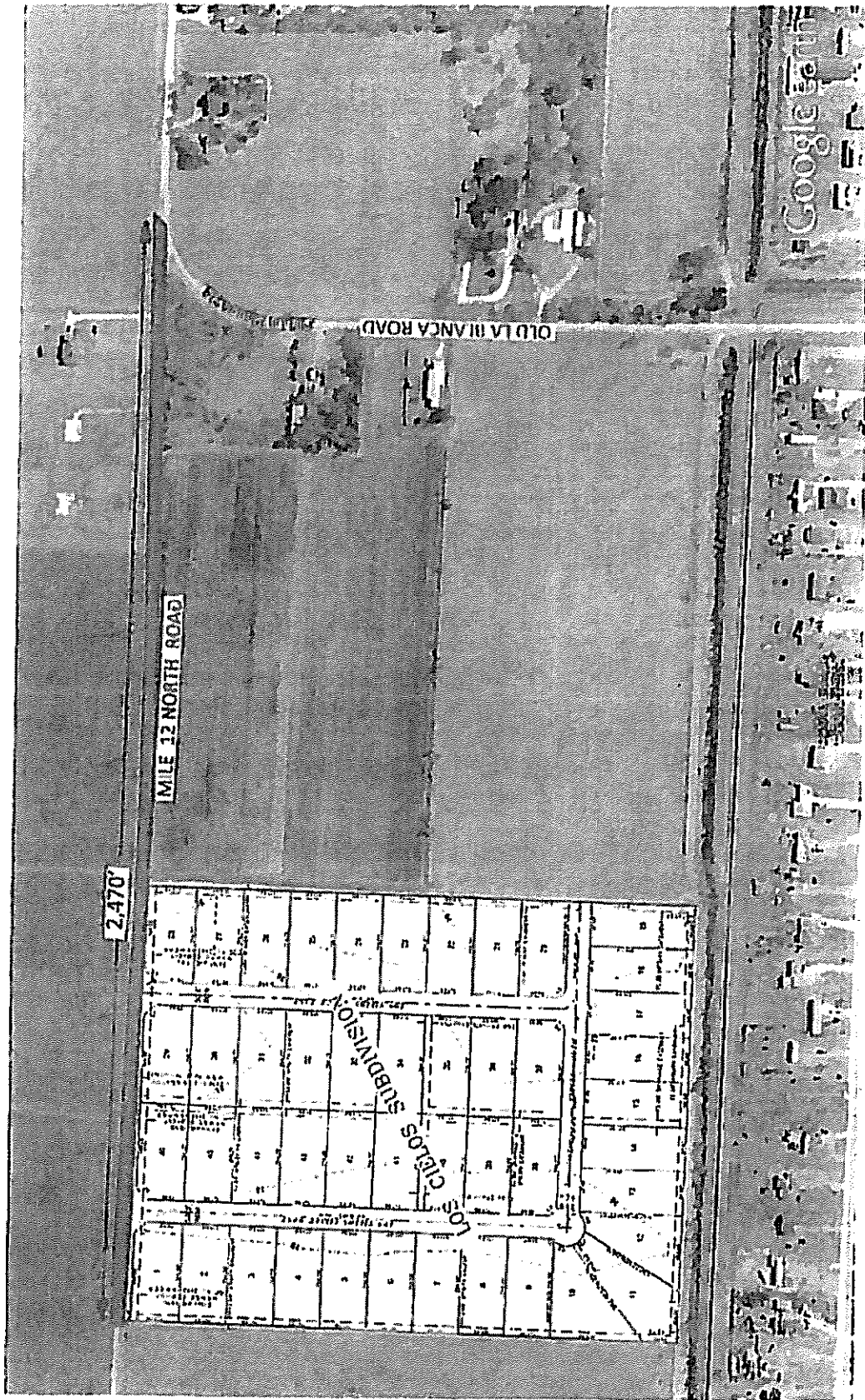
---

**From:** Flor Castillo [mailto:flor.castillo@hchd.org]  
**Sent:** Monday, October 17, 2016 3:37 PM  
**To:** 'nereyda.gonzalez@auditor.co.hidalgo.tx.us'  
**Cc:** 'Jose Tovar'  
**Subject:** Los Cielos Subd.-Pct. 1

As per your request.

*Flor I. Castillo*  
*Administrative Asst. III*  
*Hidalgo County Planning Department*  
*1304 South 25th Street*  
*Edinburg, Texas 78542*  
*956-292-7000 x 7455*  
*flor.castillo@hchd.org*







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

Receipt No: 176279

Received From: CM PLANNING DEPT. 06-10-2014

Date 06/13/14

1	06-10-14	70153-70160	32101733	* 4-1200-223-00-124-079-0-000	70,597.75
2	06-10-14	70153-70160	32101733	4-1100-341-30-210-003-0-000	120.00
3	06-10-14	70153-70160	32101733	4-1100-341-30-210-001-0-000	945.00

Total: 71,662.75

Check Total	.00
Cash Total	.00
Credit Total	71,662.75
Other Total	.00

\* See next page account number was changed.

Chart of Accounts - FMAc T10A 05/03/16 7:15 AM

Account No: 4-1200-223-00-124-082-0-000 Year: 14  Inactive 347577  
 Description: R&B PCT4-UNEARNED REV-1/3 LOS CELOS Type: 22  Next Year  
 Host Account:   Project Account  
 Comments: 6/11/2014 AC CHANGED FROM PROGRAM 079 \*

	Approval Chains	WHS Approval	Budget Approval	AJE Approval	Bkd Approval	RTB Approval	P-Card Approval	Payment App
One	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Two	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Three	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Four	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Five	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Student Count:  FTE:   Clear Existing Approval Chains  
 Other 1:  Other 2:   Load Approval Chains Sequentially Using Req Chain 1

**Nick Accounts**

Nick Account No.	User ID	Dist. Code
4-1200-223-00-124-082-0-000	0000	<input type="text"/>
41200223001240820000	0000	<input type="text"/>

Account Inquiry  
 Next Year Account  
 Dimension Values  
 Control Accounts  
 Build Account Security

**HIDALGO COUNTY PLANNING DEPARTMENT  
DAILY REMITTANCE/CLOSE-OUT FORM**

DATE OF COLLECTION: Tuesday, June 10, 2014

LOCATION: EDINBURG

RECEIPT NUMBER	METHOD OF PAYMENT		PAYER NAME/ CONTRACTOR	HELD BY ESCROW			UTILITY CERTIFICATE		SUBDIVISION FEES				TOTAL CASH COLLECTED
	CASH	CHECKS		1/3 PAYING	DEPT/ TANK	OTHER	FEES	PLANT NO. (ENTER HEAT)	FILING/ REVIEW FEE	PR. SUPPL. FEE	MAPE	PROP. RULES BK	
70153			LEOPOLDO Pineda				30	4-13413					\$ 30.00
70154			LEOPOLDO Pineda (UTILITY FEE)				30	4-13413					\$ 30.00
70155		1913	CHERRY T. MURPHY				30	2-1557					\$ 30.00
70156		81400	LA ESPERANZA										\$ 100.00
70157		1477	LA ESPERANZA										\$ 845.00
70158		451	ERNEST PIZANO (UTILITY FEE)				30	N/A					\$ 30.00
70159		154	LOS ANGELES		1496.03								\$ 7,886.03
70160		166	LOS ANGELES		8211.72								\$ 82,911.72
				Total Collected by 1-3:		Total Collected by 1-7:		Total Collected by 1-9:		Subtotal from Page 1:			\$ 71,682.76
				\$ 70,697.75		\$ 120.00		\$ 845.00		Subtotal from Page 2:			\$ -
											<b>TOTAL</b>	<b>\$ 71,682.76</b>	

**PART II: CASH ON HAND BY ACTUAL COUNT**

<b>A.) CURRENCY</b>		<b>B.) COINS</b>		<b>C.) TOTAL CHECKS</b>	
Ones	\$ -	Pennies	\$ -		\$ 71,682.76
Fives	\$ -	Nickels	\$ -		
Tens	\$ -	Dimes	\$ -		
20 Twenties	\$ 60.00	Quarters	\$ -		
Fifties	\$ -	Half Dollars	\$ -		
Hundreds	\$ -	Silver Dollars	\$ -		
<b>TOTAL</b>	<b>\$ 60.00</b>	<b>TOTAL</b>	<b>\$ -</b>		
<b>D.) TOTAL CHECKS, CURRENCY, &amp; COINS ON HAND (A+B+C)</b>					<b>\$ 71,682.76</b>
<b>E.) TOTAL TO BE DEPOSITED WITH COUNTY TREASURER</b>					<b>\$ 71,682.76</b>

**COMMENTS:**

Any variance must be immediately reconciled & brought to the attention of the County Auditor - Internal Audit Division. When a variance occurs, submit a properly reconciled copy of this form & copies of the validating validated deposit slip, to the County Auditor - Internal Audit Division.

**PART III: ACKNOWLEDGEMENT AND APPROVAL**

I have counted and acknowledge receipt of all cash and checks collected.

COUNTED BY: Chare Alvarado

WITNESSED BY: [Signature]

Validated deposit slip was verified to daily remittance/close-out report by: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

**PART IV: SUMMARY OF DEPOSITS**

1. CO. TREASURER GEN. FUND	CREDIT GL ACCOUNT NO.	AMOUNT	Deposit Slip #
a. Held in Escrow		\$ 70,697.76	32101733
I. 1/3 Paying	4-1200-223-00-124-079-0-000	\$ 70,697.76	
II. Septic Tank	1100-211-00-080-018-0-080	\$ -	
III. Other	1100-211-00-080-028-0-080	\$ -	
b. Utility Certificate Fee	1100-341-30-210-003-0-000	\$ 120.00	
c. Subdivision Collection Fee	1100-341-30-210-001-0-000	\$ 845.00	
d. Other			
d. Other			

**TOTAL TO BE DEPOSITED TO GEN. FUND BANK ACCOUNT**

\*ATTACH VALIDATED DEPOSIT SLIP & INDICATE AMTS TO BE DEPOSITED TO EACH ACCT.  
Note: This report must be submitted to Treasurer via Fax on a daily basis along w/validated deposit slip.

DEPOSIT TICKET

HIDALGO COUNTY - GENERAL FUND

ON NOTICE OF DEPOSIT PLACING DEPOSIT

MAIN OFFICE  
194 S. 24TH ST., DALLAS, TX 75228

DATE: 06/11/74

MEMBERS MAY NOT BE HELD RESPONSIBLE FOR SIGNATURES ON DEPOSIT TICKETS

ATTACH LIST

CURRENCY 100.00

COIN

CHECKS

1	30	1871
2	30	10403
3	100	04803
4	845	1111
5	699	1091
6	100	1091
7	100	1091
8	100	1091
9	100	1091
10	100	1091
11	100	1091
12	100	1091
13	100	1091
14	100	1091
15	100	1091
16	100	1091
17	100	1091
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19	100	1091
20	100	1091
21	100	1091
22	100	1091
23	100	1091
24	100	1091
25	100	1091
26	100	1091
27	100	1091
28	100	1091
29	100	1091
30	100	1091
31	100	1091
32	100	1091
33	100	1091
34	100	1091
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96	100	1091
97	100	1091
98	100	1091
99	100	1091
100	100	1091

TOTAL FROM ATTACHED LIST

PLEASE PRINT NAME

17/10/74

CHECKS AND OTHER ITEMS RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE MEMBER COLLECTION AGREEMENT.

MEMBER COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.

DEPOSIT TICKET

MEMBER ID: 11415871

ACCOUNT NO: 71075539

DATE: 6/11/74

AMOUNT: \$ 71,662.75

BRANCH: 1206

TIME: 10:17:38

STATUS: 639

DEPOSIT TYPE: PPM Deposit



Lone Star National Bank

Checks and other items received for deposit are subject to the terms and conditions of this bank's deposit agreement and check clearing policy. Transactions after 6:30 p.m. will be processed the next business day. Deposits may not be available for immediate withdrawal.

158-481-8739

6/11/74  
6/11/74  
10:17:38  
71,662.75

Branch: 1206  
Today's Date  
Transit: 20  
XXXXXXXXXX639  
PPM Deposit

This is a Deposit Receipt unless otherwise indicated.

HIDALGO COUNTY PLANNING DEPARTMENT

UTILITY CERTIFICATE REVIEW FEE  
 Acct # - 1100-341-30-210-003-0-000  
 Permit No. \_\_\_\_\_

Date June 10 20 14

TOTAL

Received of: Blue Sky RGV, LLC \$ 62,911.72

SUBDIVISION FEES

Acct # - 1100-341-30-210-003-0-000  
 Filing/Review Fee \_\_\_\_\_  
 2% Inspection Fee \_\_\_\_\_  
 Maps \_\_\_\_\_  
 Subd. Rules Book \_\_\_\_\_  
 Other \_\_\_\_\_

City to the board in hundred dollars 73/100 Dollars

Subdivision: Los Cielos (Cost part for mile 12 N.)

TOTAL

Cash \_\_\_\_\_ Check # 1909 M.O. # \_\_\_\_\_

ESCROW

Acct # - 1100-341-30-210-003-0-000  
 1/3 Paving \_\_\_\_\_  
 Septic Tank 1/3 62,911.72  
 Other \_\_\_\_\_

Received by: Flora O. Castillo



THE STATE OF TEXAS  
 COUNTY OF HIDALGO

Precinct No. 2 & 4

RECEIPT

Nº 70160 - 2/4

TOTAL 62,911.72

COUNTY AUDITOR'S FORM RE-PD-0001

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

SP 1L7504



TEXAS REGIONAL BANK DOB-1-19-64  
 The people you know. 954-381-0981  
 P.O. BOX 5555, McALLEN, TX 78502 • 956-682-2265

1909

Blue-Sky-Rgv-Llc

Loan Advance

REMITTER

DATE June 6, 2014

PAY TO THE ORDER OF

\*\*\* County Of Hidalgo \*\*\*

n/c

\$ 62,911.72

\*\*\* Sixty Two Thousand Nine Hundred Eleven Dollars and Seventy Two Cents USDollars \*\*\*

OFFICIAL CHECK

ISSUER Blue Sky RGV

Ken G. Anderson, SVP  
 AUTHORIZED SIGNATURE

⑈001909⑈ ⑆114917335⑆ ⑈105015⑈

HIDALGO COUNTY PLANNING DEPARTMENT

UTILITY CERTIFICATE REVIEW FEE  
 Acct # - 1100-341-30-210-003-0-000  
 Permit No. \_\_\_\_\_  
**TOTAL** \_\_\_\_\_

Date June 10 20 14

SUBDIVISION FEES  
 Acct # - 1100-341-30-210-003-0-000  
 Filing/Review Fee \_\_\_\_\_  
 2% Inspection Fee \_\_\_\_\_  
 Maps \_\_\_\_\_  
 Subd. Rules Book \_\_\_\_\_  
 Other \_\_\_\_\_  
**TOTAL** \_\_\_\_\_

Received of: Blue Sky RGV, LLC s 7686.03  
Seven thousand six hundred eighty six and 03/100 Dollars

Subdivision: Loo Cielos (Post participation for Mile 20)

ESCROW  
 Acct # - 1100-341-30-210-003-0-000  
 1/3 Paving \_\_\_\_\_  
 Septic Tank - 1/3 \_\_\_\_\_  
 Other 7686.03  
**TOTAL** 7686.03

Cash \_\_\_\_\_ Check # 1036 M.O. # \_\_\_\_\_



Received by: Flor de Castillo

THE STATE OF TEXAS  
 COUNTY OF HIDALGO

↓ Precinct No. 2 & 4  
**RECEIPT**  
 N° 70159 - 2/4

COUNTY AUDITOR'S FORM RE-PD-0601

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

**BLUE SKY RGV, LLC** TX 13276538  
 5711 N. 10TH STREET DDB 1-19-14  
 MCALLEN, TX 78504 381-0981

TEXAS REGIONAL BANK  
 4501 N. 10TH STREET  
 MCALLEN, TEXAS 78504

1036  
 88-1733/1149  
 06/06/14  
 06

PAY TO THE ORDER OF COUNTY OF HIDALGO \$ 7,686.03

Seven Thousand Six Hundred Eighty-Six and 03/100\*\*\*\*\* DOLLARS

MEMO



Flor de Castillo  
 AUTHORIZED SIGNATURE

⑈001036⑈ ⑆114917335⑆ ⑈041002775⑈

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
00	.00	.00	.00	70,597.75-	70,597.75-
YTD	.00	.00	.00	70,597.75-	70,597.75-
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	70,597.75-	70,597.75-

Receipt No	178279	Old Ref. No.		Batch No	14 002051	Customer	
Date	06-13-2014	Statement No		Bank No	01	Received From	CM PLANNING DEPT. 06-10-2014
<b>Totals</b>				Mailing Name			
Cash		Credit	71,882.75	Address			
Check		Memo					
<b>Credits</b>	<b>Description</b>	<b>Account Number</b>		<b>Amount</b>	<b>Notation</b>		
	06-10-14 70153-70160 32101733	4-1200-223-00-124-002-0-000		70,597.75			
	06-10-14 70153-70160 32101733	4-1100-341-30-210-003-0-000		120.00			
	06-10-14 70153-70160 32101733	4-1100-341-30-210-001-0-000		845.00			
<b>Debits</b>							
	06-10-14 70153-70160 32101733	4-1200-101-00-000-000-0-000		70,597.75			
	06-10-14 70153-70160 32101733	4-1100-101-00-000-000-0-000		845.00			
	06-10-14 70153-70160 32101733	4-1100-101-00-000-000-0-000		120.00			

AI-57051

Purchasing Department 21. A. 1.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

Award and acceptance of contract document to sole bidder meeting all Specifications/Requirements for Request for Bid titled: "Punched & Drawn Biaxial Geogrid Reinforcement Material" - No.: 2016-284-10-05-SGS

**BACKGROUND**

1. 16 packets sent out -one response received.
  2. Award to Southwest Geo-Solutions, Inc d/b/a Geo-Solutions, Inc. - on as "as needed basis"
  3. Acceptance of Alternative: Triaxial TX130S Geogrid- Reviewed, approved & recommended by Mr. Sesin & Pcts.
  4. Current contract expires: Nov. 25, 2016
  5. New contract commences: Nov. 26, 2016
  6. Contract document was reviewed and approved by Legal Counsel as to form.
- 

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-121-005-0-610

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

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

**BUDGETARY IMPACT:**

Pct 1 \$ 1,501.96 as of 10/28/16

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-122-006-0-610

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

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

**BUDGETARY IMPACT:**

Pct 2 \$ 5,499.47 as 10/28/16

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-123-005-0-610

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

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

**BUDGETARY IMPACT:**

Pct 3 \$ 33.49 as of 10/28/16

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-124-007-0-610

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

**BUDGETARY IMPACT:**

Pct 4 \$ 40,247.82 as of 10/28/16

---

**Attachments**

Recommendations-acceptance

Tabulation Sheet

Participation Log

Contract

Legal Approval

FORM 1295

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 09:34 AM
Budget & Management	Veronica Ortiz	10/27/2016 10:01 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Sandy Suarez		Started On: 10/26/2016 08:32 AM
Final Approval Date: 10/28/2016		



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 318-2629**

**MEMORANDUM**  
 (Department's Recommendation)

**TO:**

<b>Hon. A. C. Cuellar Jr., Commissioner</b> Hidalgo County Precinct No. 1 Attn: Raul Lozano/Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa./ Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Saul Ramirez/Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Román Rodríguez/ Lulú Lucio

**FROM:** Sandy Suarez <sup>CS</sup>, Buyer II  
 Hidalgo County Purchasing Department

**DATE:** October 06, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST-Bid No. 2016-284-10-05-SGS for HIDALGO COUNTY-"PUNCHED & DRAWN BIAxIAL GEOGRID REINFORCEMENT MATERIAL"**

We have received ONE (1) bid response in reference to the above-mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response by no later than Tuesday, October 11, 2016 @ 10:00 a.m. in order to place on the Agenda. Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. <u>Geo Solutions</u>	<u>sole bidder</u>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-00-121-005-0-610

	<u>RAUL LOZANO</u>	<u>Pct. 1</u>	<u>10/14/16</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Recommendation)

**TO:**

<b>Hon. A. C. Cuellar Jr., Commissioner</b> Hidalgo County Precinct No. 1 Attn: Raul Lozano/Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa./ Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Saul Ramirez/Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Román Rodríguez/ Lulú Lucio

**FROM:** Sandy Suarez <sup>(frc)</sup>, Buyer II  
Hidalgo County Purchasing Department

**DATE:** October 06, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST-Bid No. 2016-284-10-05-SGS for HIDALGO COUNTY-"PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL"**

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

<b>AWARD TO VENDOR(S):</b>	<b>RECOMMENDATION (BASIS)</b>
1. <b>GEO SOLUTIONS INC.</b>	<b>SOLE BID.</b>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-00-122-000-0-610

	<b>ARMANDO POMPA</b>	<b>Pc. 2 FIELD OPS</b>	<b>10/18/16</b>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Recommendation)

**TO:**

<b>Hon. A. C. Cuellar Jr., Commissioner</b> Hidalgo County Precinct No. 1 Attn: Raul Lozano/Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa./ Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Saul Ramirez/Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Román Rodríguez/ Lulú Lucio

**FROM:** Sandy Suarez <sup>MS</sup>, Buyer II  
Hidalgo County Purchasing Department

**DATE:** October 06, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST-Bid No. 2016-284-10-05-SGS for HIDALGO COUNTY-"PUNCHED & DRAWN BIAxIAL GEOGRID REINFORCEMENT MATERIAL"**

We have received ONE (1) bid response in reference to the above-mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response by no later than **Tuesday, October 11, 2016 @ 10:00 a.m.** in order to place on the Agenda. Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department via email to: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us).

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. <i>Sole Bidder</i>	<i>See Selection</i>
2.	<i>See Bidder</i>

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-120-431-00-123-005-0-610

	Joe M. Flores	Pct#3	10/20/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Recommendation)

**TO:**

<b>Hon. A. C. Cuellar Jr., Commissioner</b> Hidalgo County Precinct No. 1 Attn: Raul Lozano/Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa./ Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Saul Ramirez/Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Román Rodríguez/ Lulú Lucio

**FROM:** Sandy Suarez <sup>MS</sup>, Buyer II  
Hidalgo County Purchasing Department

**DATE:** October 06, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST-Bid No. 2016-284-10-05-SGS for HIDALGO COUNTY-"PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL"**

We have received ONE (1) bid response in reference to the above-mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response by no later than **Tuesday, October 11, 2016 @ 10:00 a.m.** in order to place on the Agenda. Please indicate your Recommendation or any concerns on the space provided below and reply to the Purchasing Department via email to: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us).

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. <i>Geo Solution</i>	<i>Sole Vendor</i>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 10-1200-431-00-124-007-0-610

<i>[Signature]</i>	<i>Roman Rodriguez</i>	<i>Roads &amp; Bridges</i>	<i>10/7/16</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

## MEMORANDUM

**TO:** Raul Sesin, PE, CFM  
 Hidalgo County Drainage District

**Attn:** Eliza Yzaguirre

**FROM:** Sandy Suarez <sup>es</sup>, Buyer II  
 Hidalgo County Purchasing Department

**DATE:** October 05, 2016

**RE:** RFB AWARD RECOMMENDATION REQUEST  
 RFB No.: 2016-284-10-05-SGS -for Hidalgo County- "PUNCHED & DRAWN BIAXILE  
 GEOGRID REINFORCEMENT MATERIAL"


We have received **one (1) response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the Quote response for your review and recommendation. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956)-318-2629 or via email to: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us).

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter. **Please return sooner, but by no later than Oct. 11, 2016, 11:00 am.**

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1. Geo Solutions - Austin	sole bidder for Biaxial Geogrid BXTYPE 2F
2. Geo Solutions - Austin	Alternate - Triax Geogrid TX130S
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	Raul E. Sesin, P.E.	HCD003/ Hidalgo County	10/6/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**HIDALGO COUNTY  
DRAINAGE  
DISTRICT No. 1**

**RAUL E. SESIN, PE, CFM**  
General Manager  
Floodplain Administrator

902 N. Doolittle Road  
Edinburg, Texas 78542  
Off 956 292.7080  
Fax 956 292.7089

**BOARD OF DIRECTORS**

**RAMON GARCIA**  
Chairman of the Board

**A.C. CUELLAR, JR.**  
Board Member

**EDUARDO "EDDIE" CANTU**  
Board Member

**JOE M. FLORES**  
Board Member

**JOSEPH PALACIOS**  
Board Member

October 24, 2016

Mrs. Martha L. Salazar  
Hidalgo County Purchasing Agent  
2802 S. Business Highway 281  
Edinburg, Texas 78539

RE: RFB No: 2016-284-10-05-SGS for Hidalgo County  
"PUNCHED AND DRAWN BIAXIAL GEOGRID REINFORCEMENT  
MATERIAL"

Dear Mrs. Salazar,

Geo Solutions Inc. submitted two products for the above referenced Request for Bid. We would like to request that the County procure both products on contract; the alternate bid (TriAx Geogrid) and the original bid (Biaxial Geogrid), if possible. We believe that it would be a good idea to have TriAx Geogrid as an alternate to Biaxial Geogrid.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,  
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin, PE, CFM  
General Manager

Zimbra

sandy.suarez@co.hidalgo.tx.us

<<APPROVED>> Re: RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinforcement Materials" - Response is Past Due!

From : Armando Pompa <armando.pompa@co.hidalgo.tx.us>

Mon, Oct 24, 2016 10:55 AM

Subject : <<APPROVED>> Re: RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinforcement Materials" - Response is Past Due!

To : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

External images are not displayed. [Display images below](#)

Good morning Sandy.

If Mr. Sesin is has reviewed and approved the triaxial geogrid as an alternative, then that is ok with me as well.

Thanks.

Regards,

**Armando Pompa**

Director of Field Operations

Hidalgo County Precinct 2

4011 S. Veterans Blvd.

San Juan, Tx 78589

(956) 787-1891 Ext. 2013 - Office

[armando.pompa@co.hidalgo.tx.us](mailto:armando.pompa@co.hidalgo.tx.us)



From: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>

To: "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Armando Pompa"

<armando.pompa@co.hidalgo.tx.us>, "Norma Ceballos"

<norma.cebaldos@co.hidalgo.tx.us>, "Roman Rodriguez"

<roman.rodriiguez@co.hidalgo.tx.us>

Cc: "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Yolanda Cisneros"

<yolanda.cisneros@co.hidalgo.tx.us>, "Veronica Lopez"

<veronica.lopez@co.hidalgo.tx.us>

Sent: Monday, October 24, 2016 9:17:12 AM

Subject: Re: RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinforcement Materials" - Response is Past Due!

Good Morning,

Your response to my email was due this past Friday, (see below). Please response by 3:00 pm this afternoon, so that I may proceed to finalize and Award this project.

Your cooperation with this issue, is greatly appreciated!  
Thank you.

From: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>

To: "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Armando Pompa"

*PatZ*

Zimbra

sandy.suarez@co.hidalgo.tx.us

---

**Re: RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinforcement Materials" - Response is Past Due!**

---

**From :** Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>

Mon, Oct 24, 2016 02:15 PM

**Subject :** Re: RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinforcement Materials" - Response is Past Due!**To :** Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Sandy,

Precinct 3 agrees with Mr. Sesin recommendation.

Thanks.

---

**From:** "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>  
**To:** "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>  
**cc:** "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>, "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>  
**Sent:** Monday, October 24, 2016 9:17:12 AM  
**Subject:** Re: RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinforcement Materials" - Response is Past Due!

Good Morning,

Your response to my email was due this past Friday, (see below). Please response by 3:00 pm this afternoon, so that I may proceed to finalize and Award this project.

Your cooperation with this issue, is greatly appreciated!  
Thank you.

---

**From:** "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>  
**To:** "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>  
**cc:** "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>, "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>  
**Sent:** Thursday, October 20, 2016 3:48:22 PM  
**Subject:** RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinforcement Materials"

Good Afternoon,

Please see the attached Documents.

Pct 3

in: "Inbox" Message Sent

Sandra Suarez

Mail Address Book Calendar Tasks Briefcase Preferences RFSQ No.: 2016- Dress Down

Close Reply Reply to All Forward Delete Spam Actions

**Re: RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid Reinfor**

From: Roman Rodriguez

To: Sandy Suarez

Pct. # 4 is in agreement to add Triaxial Geogrid as alternative geogrid.

---

**From:** "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>**To:** "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>, "Armando Pompa" <armando.pompa@co.hidalgo.tx.us>, "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>, "Roman Rodriguez" <roman.rodriguez@co.hidalgo.tx.us>**Cc:** "Katia Garcia" <katia.garcia@co.hidalgo.tx.us>, "Yolanda Cisneros" <yolanda.cisneros@co.hidalgo.tx.us>, "Veronica Lopez" <veronica.lopez@co.hidalgo.tx.us>**Sent:** Thursday, October 20, 2016 3:48:22 PM**Subject:** RFB No. : 2016-284-10-05-SGS - Hidalgo County- "Punched & Drawn Biaxial Geogrid

Good Afternoon,

Please see the attached Documents.

In regards to the above referenced project, It has been Recommended to Award the Biaxial Geogrid. Mr. Sesin has recommended that we accept the Triaxial Geogrid as an Alternative Geogrid. He would like to have it on contract, along with the Biaxial, in case the need for it arises.

I will need each of your Department's approval to accept the Triaxial Geogrid as an Alternative Recommendation & the Award of these products.

Please respond to this email, via email with an agreement and/or disapproval.

(If disapproval is given, please state reason). Please respond sooner, but by no later than [tomc](#)

Pct 4

# HIDALGO COUNTY PURCHASING DEPARTMENT TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY**

**OPENING DATE: OCTOBER 05, 2016**

**OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "PUNCHED & DRAWN BIAXILE GEOGRID REINFORCEMENT MATERIAL"**

**RFB NO: 2016-384-10-05-SGS**

**BUYER: SANDY SUAREZ**

Name Of Company / Location	Punched & Drawn Biaxile GeoGrid Material
<b>Sole Bidder - Geo Solutions - Austin</b>	Unit Price - Per Square Yard
<b>Biaxial Geogrid - BXTYPE2F</b>	<b>\$ 0.98</b>
<b>Alternative</b> - TriAx TX130S Geogrid	\$ 0.93
<i>Internal Use Only- Commodity Code: 085-85</i>	

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS  
RFB-RFP-RFQ**

**BID OPENING DATE: October 05, 2016                      BID OPENING TIME: 9:30 A.M.  
DEPARTMENT/BID DESCRIPTION "Hidalgo County--"Punched & Drawn Biaxial Geogrid Reinforcement  
Material" RFB NO: 2016-284-10-05-SGS**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Act Pipe & Supply Attn: Jorge Zavala	E-mail	Sandy Suarez	09/19/16	913 W Us Highway 83, Alamo, TX 78516 P# 702-3941 <a href="mailto:jzavala@actpipeandsupply.com">jzavala@actpipeandsupply.com</a>
2. Hanes Geo Component Attn Lauren Alaniz Or Jeff Boyd	E-mail	Sandy Suarez	09/19/16	4101 South Industrial Dr., Ste 100 Austin, Texas 78744 P#800-4540860 C#210-216-7200 <a href="mailto:Lauren.alaniz@hanescompanies.com">Lauren.alaniz@hanescompanies.com</a> <a href="mailto:Jeff.boyd@hanescompanies.com">Jeff.boyd@hanescompanies.com</a>
3. Contech Construction Inc. Attn: Bob or Kevin Bain	E-mail	Sandy Suarez	09/19/16	404 E. Ramsey Ste 109 San Antonio, TX. 78216 P#888-821-3032 F#800-269-6708 <a href="mailto:yazdanihab@contech-cpi.com">yazdanihab@contech-cpi.com</a>
4. Delta Aggregate Attn: Tony Rubio	E-mail	Sandy Suarez	09/19/16	P.O. box 2443 Elsa, TX. 78543 956-472-0020 or 956-246-6986 <a href="mailto:deltaaggregate@aol.com">deltaaggregate@aol.com</a>
6. Geo-Solutions Attn: Joy or Cary	E-mail	Sandy Suarez	09/19/16	7011-B W. Beak Rd. Austin, TX. 78746 P#512-330-0796 C#210-710-6398 <a href="mailto:dave@geosolutionsinc.com">dave@geosolutionsinc.com</a> or <a href="mailto:joy@geosolutionsinc.com">joy@geosolutionsinc.com</a>
7. Prime Vendor Inc.	E-mail	Sandy Suarez	09/19/16	4622 Cedar Avenue, Ste 123 Wilmington, N. C. 28403-4429 P#800-746-9554 F# 800-746-8307 <a href="mailto:bids17@prime-vendor.com">bids17@prime-vendor.com</a>
8. Excel Garden Products Attn: Amanda Stewart	E-mail	Sandy Suarez	09/19/16	830 SW 14 <sup>th</sup> Grand Prairie, TX. 75051 (800)286-6100 <a href="mailto:astewart@central.com">astewart@central.com</a>

9. Industrial Fabrics, Inc. Attn: Mark Sutherland	E-mail	Sandy Suarez	09/19/16	510 O'Neal Lane Baton Rouge, LA 70819 225-273-9600 / F 225-273-0440 C 225-916-6850 <a href="mailto:msutherland@ind-fab.com">msutherland@ind-fab.com</a>
10. Spitjwest Geo-Solutions, Inc. Attn: Carey M. Witt	E-mail	Sandy Suarez	09/19/16	1218 Southern Minerals Road Corpus Christi, TX. 78409 361-289-6900 / F 361-289-6901 C 361-290-6769 <a href="mailto:corby@geosolutionsinc.com">corby@geosolutionsinc.com</a>
11. Border Construction Specialties Attn: Jay Becket	E-mail	Sandy Suarez	09/19/16	3880 East Broadway Road Phoenix Az 85040 Usa <a href="mailto:Jbecker@bordercorp.com">Jbecker@bordercorp.com</a>
12. Raba Kistner Consultants, Inc. Attn: Norma Salazar	E-mail	Sandy Suarez	09/19/16	800 E. Hackberry Avenue McAllen, TX 78501 P 956-682-5332 F 956-682-5487 <a href="mailto:nsalazar@rkci.com">nsalazar@rkci.com</a>
13. Virtual Builder's Exchange Attn: Jeannette Olguin	E-mail	Sandy Suarez	09/19/16	4047 Naco Perrin Ste. 100 San Antonio, TX 78217 phone: <a href="tel:210.564.6900">210.564.6900</a> fax: <a href="tel:210.564.6902">210.564.6902</a> direct: <a href="tel:210.918.1124">210.918.1124</a> <a href="mailto:jeannette@virtualbx.com">jeannette@virtualbx.com</a>
14. Titan Enviro Attn: Russel	E-mail	Sandy Suarez	09/19/16	P#860-306-1318 <a href="mailto:russell@enviro.ca">russell@enviro.ca</a>
15. Onvia Attn: Jacqueline Sessa	E-mail	Sandy Suarez	09/19/16	509 Olive Way Seattle, WA 98101 O.206-373-9150 F.206-373-8967 <a href="mailto:jsessa@onvia.com">jsessa@onvia.com</a>
16. Innovation Soil Attn: Gabe	TR	Sandy Suarez	10/04/16	17329 Bell North Rd. San Antonio, TX. 78266 P. 210-651-0750

**IN PERSON (IP)**

**E-MAIL (EM)**

**TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)**

**FACSIMILE (FAX)**

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF HIDALGO       §**

**REQUIREMENTS AGREEMENT**  
**C-16-284-11-01**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **1<sup>ST</sup>** day of **November, 2016** by and between **Southwest Geo-Solutions, Inc. d/b/a GEO Solutions, Inc.** ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Punched & Drawn Biaxial Geogrid Reinforcement Material**" (**on an as needed basis**), (the "Product") for **Hidalgo County (All Funding Sources)**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

**WHEREAS,** Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **November 26, 2016** and expire on **November 25, 2017** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

**Southwest Geo-Solutions, Inc.**  
**d/b/a GEO Solutions, Inc.**  
**Hidalgo County (All Funding Sources)**

**C-16-284-11-01**

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **General Provisions.**

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

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

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

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

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

If to Buyer:	Hidalgo County Attention: County Judge 100 East Cano, 2 <sup>nd</sup> Floor, (Admin. Bldg.) Edinburg, Texas 78539
--------------	--

If to Seller: **Southwest GEO Solutions, Inc.**  
d/b/a **GEO Solutions, Inc.**  
Attn: Corbett Peas, Sales  
1218 Southern Minerals Road  
Corpus Christi, Texas 78409

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

o. **Immunities.** Nothing in this Agreement is intended to and 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.

p. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

*Approved By Commissioners Court: \_\_\_\_\_, 2016.*

**APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, LLP**

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_  
Printed Name: Corbett Peas  
Title: Sales Representative

**EXHIBIT "A"**  
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

**REQUEST FOR BIDS (RFB)**

**Hidalgo County**  
(All funding sources)

**“Punched & Drawn Biaxial Geogrid Reinforcement Material”**  
**RFB NO: 2016-284-10-05-SGS**

**Table of Contents**

<b>Item</b>	<b>Description</b>	<b>No. of Pages</b>
1.	<b>Request for Bid Letter</b>	<b>1</b>
2.	<b>Request for Bid, Legal Notice</b>	<b>8</b>
3.	<b>Exhibit “A” Specifications</b>	<b>6</b>
4.	<b>Exhibit “B” Bid Page</b>	<b>2</b>
5.	<b>Exhibit “C” Insurance Requirements</b>	<b>4</b>
6.	<b>Exhibit “D” CIQ Conflict of Interest Questionnaire</b>	<b>2</b>
7.	<b>Vendor/Bidder Application and W-9 form</b>	<b>6</b>
8.	<b>Certification Regarding Debarment</b>	<b>1</b>
9.	<b>Draft Requirement Agreement</b>	<b>8</b>

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us), and advise of missing documentation.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

September 19, 2016  
\_\_\_\_\_  
Date



**Hidalgo County Purchasing Department  
New Administration Building  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 292-7612**

September 19, 2016

\_\_\_\_\_  
Participant's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

**Re: HIDALGO COUNTY (all funding sources)  
Request for Bids "Punched & Drawn Biaxial Geogrid Reinforcement Material"  
Bid No: 2016-284-10-05-SGS**


Dear Participant(s):

We have updated our RFB packets. Carefully read and review all instructions, requirements, specifications and/or scope of work in this packet.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent  
MLS/sgs

Enclosures

**Bid No: 2016-284-10-05-SGS**

**Buyer : Sandy Suarez**

**Tel. No: (956) 318-2626 ext 4860**

# **REQUEST FOR BIDS**

**HIDALGO COUNTY**

**(all funding sources)**

**“PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT  
MATERIAL”**

**BID OPENING DATE**

**OCTOBER 05, 2016**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
956 318-2626

Form HCPD-03



LEGAL NOTICE

**BID NO.: 2016-284-10-05-SGS**

1. Sealed bids will be received for **“HIDALGO COUNTY (all funding sources) -“PUNCHED & DRAWN BIAXIAL REINFORCEMENT MATERIAL”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-284-10-05-SGS - HIDALGO COUNTY(all funding sources)-“PUNCHED & DRAWN BIAXIAL REINFORCEMENT MATERIAL”**and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, OCTOBER 05, 2016. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “HIDALGO COUNTY (all funding sources)- RFB NO.: 2016-284-10-05-SGS - “PUNCHED & DRAWN BIAXIAL REINFORCEMENT MATERIAL.”** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all Bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
  - . Invoices must include:
    - a) Name and address of successful bidder
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
    - d) Notation-**Hidalgo County (all funding sources) -"Punched & Drawn Biaxial Geogrid Reinforcement Material"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
    - e) Contract number must be indicated on all invoices
  - . Discount payments will be considered when offered.
  - . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office  
2808 S. Business Hwy 281  
Edinburg, Tx 78539  
(956) 318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 A.M.</b>	<b><u>OCTOBER 05, 2016</u></b>
Award of Contract	_____, 2016
Commence Work or Deliver Products	<u>_____</u> , <b>2016</b>

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs -System for Award Management @ [www.sam.gov](http://www.sam.gov).

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**NOTICE:**

**ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB Project No.: (2016-284)**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

**<https://www.ethics.state.tx.us/tec/1295-Info.htm>**

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.
23. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
“HIDALGO COUNTY  
(all funding sources)  
“PUNCHED & DRAWN BIAXIAL GEOGRID REINFORCEMENT MATERIAL”  
BID NO.: 2016-284-10-05-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit "A"  
Hidalgo County  
(all funding source)  
"Punched & Drawn Biaxial Geogrid Reinforcement Material"  
RFB No. : 2016-284-10-05-SGS

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**SPECIFICATIONS**

**PROJECT OVERVIEW:**

Hidalgo County is requesting Bids from qualified vendors to furnish "Punched & Drawn Biaxial Geogrid Reinforcement Materials" to Hidalgo County Precincts, on an "**as needed basis**", in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**SPECIFICATIONS/REQUIREMENTS:**

The following are the minimum material requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

**MATERIAL REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:**

The material shall be punched and drawn with a single layer grid structure formed by a regular network of intergrally connected polymeric tensile element with aperture designed to interlock with the surrounding fill material. **(Samples to be included (2) - 4"x7")**

**A. General Requirements:**

The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction, including ultraviolet degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part B – Table 1.

**B. Physical Requirements:**

Furnish punched and drawn geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrids shall meet the physical requirements shown in the Table 1 below.

Exhibit "A"  
Hidalgo County  
(all funding source)  
"Punched & Drawn Biaxial Geogrid Reinforcement Material"  
RFB No. : 2016-284-10-05-SGS

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**Table 1**

**STRUCTURAL GEOGRID PROPERTIES**

<b>Index Properties</b>	<b>Test Method</b>	<b>Values</b>	
		<b>MD</b>	<b>XMD</b>
Aperture Dimensions	Direct Measurement	1.0-1.5 in	1.3-1.5in
Minimum Rib Thickness	Direct Measurement	0.05 in	0.05 in
Minimum Tensile Strength @ 2% Strain	ASTM D6637	410 lb/ft	620 lb/ft
Minimum Tensile Strength @ 5% Strain	ASTM D6637	810 lb/ft	1,340 lb/ft
Minimum Ultimate Tensile Strength	ASTM D6637	1,310 lb/ft	1,970 lb/ft

<b>Structural Integrity</b>	<b>Test Method</b>	<b>Values</b>
Junction Efficiency	ASTM D7737 / GRI-GG2	93%
Minimum Flexural Stiffness	ASTM D7748	750,000 mg-cm
Aperture Stability	GRI-GG9	0.65 m-N/deg

<b>Durability</b>	<b>Test Method</b>	<b>Values</b>
Minimum Resistance to Installation Damage	ASTM D5818 (Sample) ASTM D6637 (Load Cap.)	95%SC / 93%SW / 90%GP
Resistance to Long Term Degradation	ASTM D6637 / EPA 9090	100%
Resistance to UV Degradation	ASTM D4355 / D6637	100%

**SPECIFICATIONS FOR PUNCHED AND DRAWN GEOGRID:**

Geogrids not meeting the physical requirements of sub-part B above may be submitted to Hidalgo County. Submittals for alternative Geogrids must be accompanied with the following:

1. Geogrid product data sheet, product samples- two (2) – 4"x7", and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geo-grids are tested in-soil and in representative conditions.
3. A list of five (5) comparable projects, similar in terms of size and applications, in the United States, where the results of the specific alternate geogrids use can be verified after a minimum of one (1) year of service.
4. Recommended guidelines on the installation of the product provided by the manufacture and any additional information to assist the County in fully evaluating the alternate product.

Exhibit "A"  
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**REQUIREMENTS FOR PUNCHED AND DRAWN GEOGRID:**

- Unit price, to be square yards.
- A qualified experienced representative from the geogrid manufacturer must be available on an "As Needed Basis" and visit each site at least once during the course of construction and/or installation of the product.
- The Geogrid shall be packaged in rolls with lengths between 150 feet and 250 feet. The Geogrid shall be packaged in rolls with widths of wide rolls that are between 12 to 15 feet and widths of narrow rolls that are between 8 to 10 feet.
- Each roll shall be one continuous piece packaged in a suitable sheath, wrapper or container to protect the geogrid from damage due to ultraviolet light, moisture and normal storage and handling.
- May be custom cut to specific lengths or widths to suit specific engineering designs.
- **Include two (2) samples** of the geogrid approximately 4 inches by 7 inches or larger.
- Include Geogrid product data sheet and certification from the manufacturer.
- Any damage or defective Geogrid roll (i.e. frayed coating, separated junctions, separated layers, tears ect.) will be repaired/replaced by the contractor before, during and after installation at no additional cost to the County.
- Replacement of damaged area shall consist of adding over the affected area a minimum 3 ft<sup>2</sup> layer on top of the existing geogrid that overlaps the existing geo-grid a minimum of 1 ft in all directions.
- Proposed bidder shall provide all equipment, supplies, material, and labor necessary in getting the product safely to its final destination at County Precincts.
  
- **Delivery Charges: All delivery, unloading of product and freight charges, shall be included in the bid price and F.O.B. Hidalgo County as specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in blue ink or typewritten.**

**TERM AND CONDITIONS:**

1. The initial term of the contract shall be for a period of two (2) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions and meeting all specifications set forth hereto.
  
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

Exhibit "A"  
Hidalgo County  
(all funding source)  
"Punched & Drawn Biaxial Geogrid Reinforcement Material"  
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3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires,
  - (b) Delivery and acceptance of products and/or performance of service ordered,
  - (c) Terminated by County with thirty (30) days written notice prior to cancellation.
7. All cost and expenses associated with the preparation and submission of bids, proposals, statement of qualifications and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. Hidalgo County reserves the right to seek state contracts from its memberships with existing or new cooperatives whenever it is in the County's interest to do so.
9. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).
10. It is understood and agreed that in case Hidalgo County should need "Geo-grid" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.
11. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or complying with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.

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"Punched & Drawn Biaxial Geogrid Reinforcement Material"  
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12. Bidder(s) agree that to the extent an item(s) is unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
13. In the event the material furnished does not meet all County's requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

**Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted

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a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL:**

**sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, MONDAY, SEPTEMBER 26, 2016, BY 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS VIA E-MAIL ON WEDNESDAY, SEPTEMBER 28, 2016; NO LATER THAN 5:00 P.M.**

**EXHIBIT "B"**  
**Hidalgo County**  
**(all funding sources)**  
**"Punched & Drawn Biaxial Geogrid Reinforcement Materials"**  
**RFB No.: 2016-284-10-05-SGS**

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**BID PAGE**

Unit price for Punched & Drawn Biaxial Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

**PUNCHED AND DRAWN GEOGRID**

Product Description:		Unit Price:
Punched & Drawn Biaxial Geogrid	Per Square Yd	\$ _____
Alternative Punched & Drawn Biaxial Geogrid (not meeting the physical requirements of sub-part B)	Per Square Yd	\$ _____

*Internal Use Only: Commodity Code: 085-85*

<b>Alternative Geogrid (if applicable)</b>		
Product Data sheet	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Certification - from Manufacturer – Performance Values are valid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Recommended Guidelines on installation & any additional information	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<b>Meeting Specifications and/or Alternative Geogrid</b>		
Samples Included (2) - 4" x 7"	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Hidalgo County. Product shall be F.O.B. destination.

EXHIBIT "B"  
Hidalgo County  
(all funding sources)  
"Punched & Drawn Biaxial Geogrid Reinforcement Materials"  
RFB No.: 2016-284-10-05-SGS

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**ACKNOWLEDGMENT FORM**

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 NUMBER:	
CELLULAR NUMBER:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	
E-MAIL ADDRESS:	

*(Must be submitted with Bid Packet)*

**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.

# 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 THEIR 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	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU. <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

**Hidalgo County**  
Attn: Purchasing Department  
2812 S Highway Bus. 281  
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of 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

# 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.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip:  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( )  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed:

---

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

<b>Social security number</b>	
	-       -
<b>OR</b>	
<b>Employer identification number</b>	
	-

### 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.

<b>Sign Here</b>	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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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"**  
BID PAGE

EXHIBIT "B"  
Hidalgo County  
(all funding sources)  
"Punched & Drawn Biaxial Geogrid Reinforcement Materials"  
RFB No.: 2016-284-10-05-SGS

**BID PAGE**

Unit price for Punched & Drawn Biaxial Geogrid Reinforcement Material as requested, but not limited to, meeting the minimum Material Requirements and/or Specifications as listed in Exhibit "A" of this document and under the terms and conditions as described for the following,

**PUNCHED AND DRAWN GEOGRID**

Product Description:		Unit Price:
Punched & Drawn Biaxial Geogrid	Per Square Yd	\$ <u>    .98¢    </u>
Alternative Punched & Drawn Biaxial Geogrid (not meeting the physical requirements of sub-part B)	Per Square Yd	\$ <u>    .93¢    </u>

Internal Use Only: Commodity Code: 085-85

Alternative Geogrid (if applicable)		
Product Data sheet	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Certification - from Manufacturer – Performance Values are valid	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Recommended Guidelines on installation & any additional information	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

OPENED  
9:43 10-5-16

Witnessed



Meeting Specifications and/or Alternative Geogrid	
Samples Included (2) - 4" x 7"	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

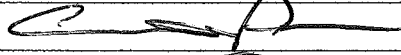
Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Hidalgo County. Product shall be F.O.B. destination.

EXHIBIT "B"  
Hidalgo County  
(all funding sources)  
"Punched & Drawn Biaxial Geogrid Reinforcement Materials"  
RFB No.: 2016-284-10-05-SGS

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**ACKNOWLEDGMENT FORM**

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:	GEO SOLUTIONS INC
ADDRESS:	1218 SOUTHERN DRIVERS RD
CITY/STATE/ZIP CODE:	CORPUS CHRISTI TX 78409
PHONE & FAX NUMBER:	361-289-6300 OFF 361-289-6301 FAX
CELLULAR NUMBER:	361-290-6769
AUTHORIZED SIGNATURE:	
PRINTED NAME:	CORBETT PEAS
TITLE:	SALES
DATE:	10/3/16
E-MAIL ADDRESS:	Corby@GEO SOLUTIONS INC. COM

(Must be submitted with Bid Packet)

Zimbra

sandy.suarez@co.hidalgo.tx.us

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**Re: 2016-284-10-05-SGS- Hidalgo County-"Punched & Drawn Biaxial Geogrid Reinforcement Material" Clarification**

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**From :** Corbett Pease <corby@geosolutionsinc.com> Thu, Oct 20, 2016 09:03 AM  
**Subject :** Re: 2016-284-10-05-SGS- Hidalgo County-"Punched & Drawn Biaxial Geogrid Reinforcement Material" Clarification  
**To :** Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Sandy

The Alternate bid price is for a Triaxial TX-130S Not a Bi-Axial Geogrid and the price is .93 cents a SY. Please if you have any more Questions do not hesitate to contact me. Thank you and have a nice day.

Corbett Pease  
[corby@geosolutionsinc.com](mailto:corby@geosolutionsinc.com)

On Oct 20, 2016, at 8:52 AM, Sandy Suarez <[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)> wrote:

Mr. Pease,

Thanks for the information, but what I am asking from you is that you confirm that the \$.93, isn't for the Alternate Biaxial as I indicated on the Bid page, see your Response (Exhibit B), please see the attached.

Thank you.

---

**From:** "Corbett Pease" <[corby@geosolutionsinc.com](mailto:corby@geosolutionsinc.com)>  
**To:** "Sandy Suarez" <[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)>  
**Sent:** Wednesday, October 19, 2016 9:38:15 AM  
**Subject:** Re: 2016-284-10-05-SGS- Hidalgo County-"Punched & Drawn Biaxial Geogrid Reinforcement Material" Clarification

Sandy

The Alternate Geogrid is Tensar TX-130S. I have attached some info to this for you. if you have any more questions please get in touch with me.

Corbett Pease  
[corby@geosolutionsinc.com](mailto:corby@geosolutionsinc.com)

On Oct 19, 2016, at 9:30 AM, Sandy Suarez <[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)> wrote:

Good Morning Mr. Pease,

In reviewing you Bid Response and in regards to the price of the Alternative Punched & Draw Biaxial Geogrid.  
The \$0.93 per sq yd is for which type of Geogrid, please clarify?

Any concerns, please let me know.  
Your prompt response is greatly appreciated.

---

Respectfully,  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy. 281  
Edinburg, TX. 78539  
(956) 318-2626 ext. 4860  
(956) 292-7612 fax



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

## MEMORANDUM

TO: Raul Sesin, PE, CFM  
Hidalgo County Drainage District

Attn: Eliza Yzaguirre

FROM: Sandy Suarez <sup>es</sup>, Buyer II  
Hidalgo County Purchasing Department

DATE: October 05, 2016

RE: RFB AWARD RECOMMENDATION REQUEST  
RFB No.: 2016-284-10-05-SGS -for Hidalgo County- "PUNCHED & DRAWN BIAXILE  
GEOGRID REINFORCEMENT MATERIAL"

We have received **one (1) response** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the Quote response for your review and recommendation.


Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956)-318-2629 or via email to: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us).

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter. **Please return sooner, but by no later than Oct. 11, 2016, 11:00 am.**

<u>AWARD TO VENDOR(S):</u>	<u>RECOMMENDATION (BASIS)</u>
1. Geo Solutions - Austin	sole bidder for Biaxial Geogrid BXTYPE 2F
2. Geo Solutions - Austin	Alternate - Triax Geogrid TX130S
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Raul E. Sesin, P.E.	Hidalgo County	10/6/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**HIDALGO COUNTY  
DRAINAGE  
DISTRICT No. 1**

**RAUL E. SESIN, PE, CFM**  
General Manager  
Floodplain Administrator

902 N. Doolittle Road  
Edinburg, Texas 78542  
Off 956 292.7080  
Fax 956 292.7089

**BOARD OF DIRECTORS**

**RAMON GARCIA**  
Chairman of the Board

**A.C. CUELLAR, JR.**  
Board Member

**EDUARDO "EDDIE" CANTU**  
Board Member

**JOE M. FLORES**  
Board Member

**JOSEPH PALACIOS**  
Board Member

October 24, 2016

Mrs. Martha L. Salazar  
Hidalgo County Purchasing Agent  
2802 S. Business Highway 281  
Edinburg, Texas 78539

RE: RFB No: 2016-284-10-05-SGS for Hidalgo County  
"PUNCHED AND DRAWN BIAXIAL GEOGRID REINFORCEMENT  
MATERIAL"

Dear Mrs. Salazar,

Geo Solutions Inc. submitted two products for the above referenced Request for Bid. We would like to request that the County procure both products on contract; the alternate bid (TriAx Geogrid) and the original bid (Biaxial Geogrid), if possible. We believe that it would be a good idea to have TriAx Geogrid as an alternate to Biaxial Geogrid.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,  
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin, PE, CFM  
General Manager

**EXHIBIT "C"**  
CERTIFICATE OF INSURANCE

**Southwest Geo-Solutions, Inc.**  
d/b/a **GEO Solutions, Inc.**  
**Hidalgo County (All Funding Sources)**

**C-16-284-11-01**





# CERTIFICATE OF LIABILITY INSURANCE

GEOSO-1

OP ID: AJ

DATE (MM/DD/YYYY)

09/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Time Insurance Agency, Inc. 1405 East Riverside Drive Austin, TX 78741 Time Insurance Agency, Inc.	CONTACT NAME: <b>Time Insurance Agency, Inc.</b>	
	PHONE (A/C, No., Ext): <b>512-447-7773</b>	FAX (A/C, No.): <b>512-440-0989</b>
E-MAIL ADDRESS: <b>jmorales@timeinsurance.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ohio Casualty Insurance Co		<b>24074</b>
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
Southwest Geo-Solutions, Inc.  
dba Geo-Solutions, Inc.  
7011 B. West Bee Cave Road  
Austin, TX 78746

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			<b>BAO53501600</b>	<b>05/23/2016</b>	<b>05/23/2017</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

County of Hidalgo shall be named as an additioanal insured on all commercial auto policies.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>HIDALGC</b>  Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Time Insurance Agency, Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2016

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 <b>USI Southwest</b> Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME:
	PHONE (A/C, No, Ext): <b>713 490-4600</b> FAX (A/C, No): <b>713-490-4700</b> E-MAIL ADDRESS:
INSURED <b>Southwest Geo-Solutions, Inc.</b> dba Geo-Solutions, Inc. 7011 B. West Bee Cave Road Austin, TX 78746	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: <b>Trumbull Insurance Company</b> <b>27120</b>
	INSURER B: <b>Beazley Insurance Company, Inc.</b> <b>37540</b>
	INSURER C:
	INSURER D:
	INSURER E:

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WBCAF4875	06/04/2016	06/04/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab Claims Made Pol.			V111F9150601 Retro:10/27/99	12/04/2015	12/04/2016	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Workers Compensation policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

All policies provide a Blanket Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department; 2812 S. Highway Bus. 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>James E. Sommerer</i>
--	---

Zimbra

leticia.saenz@co.hidalgo.tx.us

---

**RE: Review & Approve - Contract # C-16-284-11-01-GEO Solutions Inc-Hid Co****From :** Steve Crain <scrain@atlashall.com>**Tue, Oct 25, 2016 05:18 PM****Subject :** RE: Review & Approve - Contract # C-16-284-11-01-GEO Solutions Inc-Hid Co

📎 1 attachment

**To :** 'Leticia H. Saenz'  
<leticia.saenz@co.hidalgo.tx.us>**Good to go.**

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Tuesday, October 25, 2016 4:42 PM**To:** Steve Crain <scrain@atlashall.com>**Cc:** Marynel Trevino <mntrevino@atlashall.com>**Subject:** Re: Review & Approve - Contract # C-16-284-11-01-GEO Solutions Inc-Hid Co

Mr. Crain-

The "d" has be added to the word determine.

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) 318-2629Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)

| ]..DON'T WORRY...BE HAPPY...[ |

**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>  
**Sent:** Tuesday, October 25, 2016 3:45:06 PM  
**Subject:** RE: Review & Approve - Contract # C-16-284-11-01-GEO Solutions Inc-Hid Co

A "d" needs to be added to the word determine in the third whereas clause.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]  
**Sent:** Tuesday, October 25, 2016 3:13 PM  
**To:** Steve Crain <scrain@atlashall.com>  
**Cc:** Marynel Trevino <mntrevino@atlashall.com>  
**Subject:** Review & Approve - Contract # C-16-284-11-01-GEO Solutions Inc-Hid Co

Mr. Crain-

Please review and approve as to form with corrected contract #**C-16-284-11-01-GEO Solutions Inc-Hidalgo County.**

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](mailto:leticia.saenz@co.hidalgo.tx.us)

| ]..DON'T WORRY...BE HAPPY...[ |

---

~WRD000.jpg  
825 B

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-127282

Date Filed:  
10/21/2016

Date Acknowledged:

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

Southwest Geo-Solutions, Inc.  
Austin, TX United States

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

Hidalgo County Purchasing department

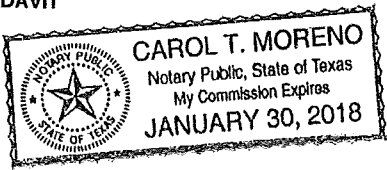
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-284  
Punched & Drawn Biaxial Geogrid Reinforcement Material

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Southwest Geo-Solutions, Inc.	Austin, 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.

*Carey M. Witt*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carey M. Witt, this the 21st day of Oct, 2016, to certify which, witness my hand and seal of office.

*Carol T. Moreno*  
Signature of officer administering oath

Carol T. Moreno  
Printed name of officer administering oath

Office Manager  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

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

Southwest Geo-Solutions, Inc.  
 Austin, TX United States

Certificate Number:  
 2016-127282

Date Filed:  
 10/21/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hildalgo County Purchasing department

Date Acknowledged:  
 10/24/2016

**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.**

2016-284  
 Punched & Drawn Biaxial Geogrid Reinforcement Material

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Southwest Geo-Solutions, Inc.	Austin, 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-57053

Purchasing Department 21. A. 2.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

A. Pursuant to Legal Notice #2, recommending waiver of formality/technicality [accept the bid page submitted by ARB Fire Protection which displays the bid page for a previous bid eventually rejected with no changes on same other than new bid number], as it is in the best interest of HC to do so;

B. Presentation of bids received for the purpose of award to the responsible vendor submitting the lowest and best bid [meeting specifications and/or requirements] with approval of contract document, for project titled: Hidalgo County "Fire Extinguishers Equipment & Maintenance Services" through RFB No.: 2016-365-10-19-FAZ.

**BACKGROUND**

BACKGROUND

1. 11 packets sent out
  2. 2 bids received;
  3. Current contract expires: November 24, 2016
  4. New contract commences: November 25, 2016
  5. Low bidder - ARB Fire Protection
  6. Contract document was reviewed and approved as to form by Legal Counsel.
- 

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1100-423-79-330-001-0-430

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

Funds available as of 10/27/16

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-123-005-0-430

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

Funds available as of 10/27/16

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1100-419-40-220-050-0-430

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

Funds available as of 10/27/16

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1100-423-21-280-002-0-430

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

**BUDGETARY IMPACT:**

Funds available as of 10/27/16

---

**Attachments**

Recommendation of Award Memo

Participating Log

Tabulation Sheet

HB 1295 Request Memo

Contract Agreement

Legal approval

forms

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 09:36 AM
Budget & Management	Veronica Ortiz	10/27/2016 10:01 AM
Merlen P. Munoz	Merlen P. Munoz	10/27/2016 11:58 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Matilde Faz		Started On: 10/26/2016 08:55 AM
Final Approval Date: 10/28/2016		



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

## MEMORANDUM

(Department's Recommendation)

**TO:** ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL

**FROM:** Matilde "Maty" Faz, Buyer II *MF*  
Hidalgo County Purchasing Department

**DATE:** October 20, 2016

**RE:** BID AWARD RECOMMENDATION/CONCURRENCE REQUEST

*Bid No.-2016-365-10-19-FAZ*

"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"

We have received two (2) responses in reference with the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advise if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **October 24, 2016 @ 4:00 p.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us)

APPROVE

DISAPPROVE and/or REJECT

BUDGET ACCOUNT No.: *6-1100-423-21-280-002-0-430*

Recommendation (Indicate vendor(s) and reason):

*Please award to Lowes bid.*

*ARB Fire Protection.*

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE

PRINTED NAME

DEPARTMENT

DATE

Enclosures


*Belinda Madrigal* Belinda Madrigal HCSO 10/24/16



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**  
 (Department's Recommendation)

**TO: ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

**FROM:** Matilde "Maty" Faz, Buyer II   
 Hidalgo County Purchasing Department

**DATE:** October 20, 2016

**RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**  
*Bid No.-2016-365-10-19-FAZ*  
**"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"**

We have received two (2) responses in reference with the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

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**APPROVE**

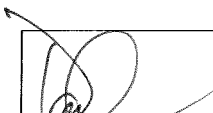
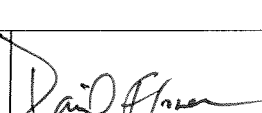
**DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6-1100-419-40-220-050-0-430

Recommendation (Indicate vendor(s) and reason):

ARB is the lowest bid

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

		220	10/21/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures




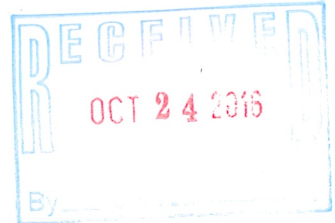
Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM**

(Department's Recommendation)

**TO: ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

**FROM:** Matilde "Maty" Faz, Buyer II   
 Hidalgo County Purchasing Department



**DATE:** October 20, 2016

**RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**

*Bid No.-2016-365-10-19-FAZ*

*"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"*

We have received two (2) responses in reference with the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **October 24, 2016 @ 4:00 p.m. or if possible earlier**. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us)

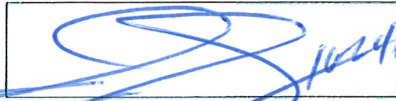
**APPROVE**

**DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 6 7-1100-422-79-330-601-0-430

Recommendation (Indicate vendor(s) and reason):

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

	Israel "Buddy" Silva Jr.	Juvenile Dept	10/24/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 318-2629**

**MEMORANDUM**  
(Department's Recommendation)

**TO:** ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL  
**FROM:** Matilde "Maty" Faz, Buyer II   
Hidalgo County Purchasing Department  
**DATE:** October 20, 2016  
**RE:** **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**  
**Bid No.-2016-365-10-19-FAZ**  
**"HIDALGO COUNTY-FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES"**

We have received two (2) responses in reference with the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response no later than **October 24, 2016 @ 4:00 p.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us)

**APPROVE**


**DISAPPROVE and/or REJECT**

BUDGET ACCOUNT No.: 67200-431-00-123-005-0-430/616  
*also include 1100 fund*

Recommendation (Indicate vendor(s) and reason):

ARB Fire Protection - Lowest Bid

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

	<u>Joe M. Flores</u>	<u>PC#3</u>	<u>10/21/16</u>
<b>AUTHORIZED SIGNATURE</b>	<b>PRINTED NAME</b>	<b>DEPARTMENT</b>	<b>DATE</b>

Enclosures

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG**

**DEPARTMENT/BID DESCRIPTION-"HIDALGO COUNTY (All Funding Sources, Programs & Entities) - FIRE EXTINGUISHER EQUIPMENT & MAINTENANCE SERVICE"**

**BID OPENING DATE: OCTOBER 19, 2016**

**BID OPENING TIME: 9:30 A.M**

**BID NO: 2016-365-10-19-FAZ**

**BUYER: Matilde "Maty" Faz**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING EMAILS OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE, FAX NO.s & EMAIL ADDRESS
1) Corky's Fire Ext. Sales & Services Attn: Sandra Hammer	Email	Maty Faz	10/3/16	1715 Dawson P.O. Box 6055 McAllen, Texas 78502 956-380-1938 Corkysfireext@yahoo.com
2) First Line Fire Protection Attn: Carlos Sanchez/Anna Sanchez	Email	Maty Faz	10/3/16	3800 N. Raul Longoria Road San Juan, Texas 78589 (956) 782-0022 ( 956) 581-0196 cell (956) .207.2625 annaf1fp@yahoo.com
3) Argus Security Systems, Inc. Attn: T Bowen	Email	Maty Faz	10/3/16	314 Ash Ave. McAllen, Texas 78501 956-682-6344 tbowen@asgsecurity.com <a href="mailto:msalinas@asgsecurity.com">msalinas@asgsecurity.com</a> - undeliverable
4) SimplexGrinnell LP Attn: Burt VanBuren	Email	Maty Faz	10/3/16	1200 E. Hackberry Ave. Ste A McAllen, Texas 78501 956-618-5284 956-242-5985 cell bvanburen@simplexgrinnell.com
5) ARB Fire Protection Attn: Annette Bogle	Email	Maty Faz	10/3/16	P.O. BOX 628 Farmersville, Tx 75442 214-364-0704 (office) 972-989-9577 (cell) 972-782-7442 (fax) Annette2ya@wmconnect.com rtbogle1@wmconnect.com
6) Prime Vendor Inc. Katie Collier	Email	Maty Faz	10/3/16	4622 Cedar Avenue, Suite #123 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids3@prime-vendor.com
7) City Wide Fire Protection Michelle Ramirez Director of Service Operations	Email	Maty Faz	10/3/16	Direct Line: 210/857-0070 <a href="mailto:sales@citywidefireprotection.com">sales@citywidefireprotection.com</a> <a href="http://www.citywidefireprotection.com">www.citywidefireprotection.com</a>
8) Drew L. Smith Systems Engineer Safety Control	Email	Maty Faz	10/3/16	P.O. Box 271 Mt. Pleasant, TX. 75456 1-800-693-7716 Cell 903-445-7071 Fax 903-717-8945 <a href="mailto:dsmith@safetycontrolusa.com">dsmith@safetycontrolusa.com</a>
9) Virtual Builders Exchange Karen Sesters	Email	Maty Faz	10/3/16	4047 Naco Perrin, Suite 100 San Antonio, TX 78217 Ph: 210-564-6900, Ext. 126 Fax: 210-564-6902 karen@virtualbx.com
10)ONVIA Jacqueline Sessa	Email	Maty Faz	10/3/16	Agency Relationship Specialist 509 Olive Way Seattle, WA 98101 P 206.373.9250 F 206.373.8967 <a href="http://www.onvia.com">www.onvia.com</a> jsessa@onvia.com
11) Affordable Fire Safety Scott Gonzalez	Email	Maty Faz	10/3/16	(c)281-840-1128 (o)281-979-9375 AffordableFireSafety.com Scott@AffordableFireSafety.com

**\*VIA:  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL REQUEST (EMR)**

**TELEPHONE REQUEST (TR)  
IN PERSON (IP)  
FACSIMILE (FAX)**

# TABULATION SHEET

**HIDALGO COUNTY**  
**“FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICES”**  
**RFB: 2016-365-10-19-FAZ**

DESCRIPTION	ARB FIRE PROTECTION Stamford, TX	PROTECTION ONE McAllen, TX
INSPECTIONS (ANNUAL)	4.00	4.00
2.5 LB Dry Chemical	7.00	7.95
5 LB Dry Chemical	9.00	12.50
10 LB Dry Chemical	12.00	15.50
20 LB Dry Chemical	20.00	17.50
5 LB Carbon Dioxide (CO2)	14.00	14.75
10 LB Carbon Dioxide (CO2)	18.00	17.75
HYDRO-TEST (DC 20# & Under/Plus Recharge)	14.00	22.50
CARBON DIOXIDE (CO2 Under/Plus Recharge)	18.00	No Bid
WATER EXTINGUISHER & HYDRO	14.00	18.50
2.5 LB Dry Chemical	26.00	32.50
5 LB Dry Chemical	35.00	45.50
10 LB Dry Chemical	54.00	65.50
20 LB Dry Chemical	100.00	185.50
ESR2 AC RED EXIT SIGN	45.00	65.00
BT655 120V, 20W, Intermediate Screw Bulb	3.00	3.50
BT6 145V, 15W, Candelabra Screw	2.75	3.50
B7C7 120V, 7W, Candelabra Screw	2.75	3.50
BPL7 120V, 7W, Compact Fluorescent	8.50	29.50
B914 4V, 9W, Miniature Wedge	2.25	3.50
<b>TOTAL BID (For all above items)</b>	<b>409.25</b>	<b>568.95</b>



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**Edinburg, Texas 78539**  
**(956) 318-2626 / Fax: (956) 318-2629**

October 26, 2016

ARB Fire Protection

Bidder's name

P. O. Box 168

Address

Stamford, TX 79553

City, State, Zip Code

Attn: Mr. & Mrs. Bogle

Re: **Bid No: 2016-365-10-19-FAZ**  
**HIDALGO COUNTY – (All Funding Sources)**  
**Request for Bid - “Fire Extinguishers Equipment & Maintenance Services”**

Dear Mr. & Mrs. Bogle,

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

In box 3 of Form 1295, provide the Bid No.: **2016-365** shown above. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

The signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by this afternoon or by no later than **Thursday, October 26, 2016 at 10:00 A.M.** **Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to submit Form 1295, at the time, will delay the inspection dates.**

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/faz

Enclosures

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF HIDALGO §**

**SERVICE CONTRACT**  
**C-16-365-11-01**

**THIS CONTRACT** is made and entered into this **1<sup>st</sup>** day of **NOVEMBER, 2016** by and between the **County of Hidalgo, Texas** ("County") and **Rick & Annette Bogle d/b/a ARB FIRE PROTECTION** ("Company").

**WHEREAS,** Company responded to notices for Request for Sealed Bids (RFB) for: "**Fire Extinguishers/Equipment and Maintenance Service**" (**on an as needed basis**) (the "Services"); and

**WHEREAS,** Company submitted a sealed bid to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed bid to Company.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on **November 25, 2016** and expiring on **November 24, 2019** and may be extended at the sole discretion of the County for an additional one (1) year period under the same rates, terms and conditions. County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo  
Attn: County Judge  
302 West University Drive  
Edinburg, Texas 78539

If to Company: Rick & Annette Bogle  
d/b/a **ARB Fire Protection**  
P.O. Box 168  
Stamford, Texas 78553

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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

**WITNESS** our hands in duplicate originals this \_day of \_\_\_\_\_, 2016.

*Approved by Commissioner's Court:* \_\_\_\_\_, 2016.

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**COMPANY:**  
**RICK & ANNETTE BOGLE** d/b/a  
**ARB FIRE PROTECTION**

By: \_\_\_\_\_

Printed Name: Rick Bogle or Annette Bogle

Title: Owners

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Rick & Annette Bogle d/b/a ARB Fire Protection  
"Fire Extinguishers Equipment & Maintenance Service"  
Hidalgo County (All funding Sources)

**Contract No. C-16-365-11-01**

**EXHIBIT "A"**  
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Rick & Annette Bogle d/b/a ARB Fire Protection  
"Fire Extinguishers Equipment & Maintenance Service"  
Hidalgo County (All funding Sources)

**Contract No. C-16-365-11-01**



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 292-7612

October 3, 2016

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Re: **HIDALGO COUNTY - (All Funding Sources, Programs & Entities)**  
Request for Bids - **"FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"**  
**RFB No: 2016-365-10-19-FAZ**

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/faz

Enclosures




Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 292-7612

**REQUEST FOR BID (RFB)  
TABLE OF CONTENTS  
HIDALGO COUNTY  
(All Funding Sources, Programs & Entities)  
Bid No: 2016-365-10-19-FAZ**

1. Request for Bid Letter, consisting of 1 page.
2. Table of contents, consisting of 1 page.
3. Request for Bid, Legal Notice, consisting of 8 pages.
4. Exhibit "A" Specifications consisting of 10 pages.
5. Exhibit "B" Bid Page consisting of 2 pages.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
8. Vendor/Bidder Application, consisting of 2 pages.
9. W-9 form, consisting of 4 pages.
10. Certifications Regarding Debarment consist of 1 page.
11. Draft Service Contract, consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Purchasing Agent

October 3, 2016  
Date

**Bid No: 2016-365-10-19-FAZ**

**Buyer: Matilde "Maty" Faz**

**Tel. No: (956) 318-2626**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

**(All Funding Sources, Programs & Entities)**

### **"FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE"**

**BID OPENING DATE:**

**OCTOBER 19, 2016 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Highway 281 – New Administration Building  
Edinburg, Texas 78539  
956 318-2626



1. Sealed bids will be received for **“HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-365-10-19-FAZ - HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“ FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE”** in County's Purchasing Department with a physical address: 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 19, 2016.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-365-10-19-FAZ FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE”**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract Number (if any)
  - d) Notation "HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-365-10-19-FAZ "FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\
  - e) **Contract Number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**  
**2808 S. Business Hwy. 281**  
**Edinburg, Texas 78539**  
**(956) 318-2511**

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b>OCTOBER 19, 2016</b>
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.  
**Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).**
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any

elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
- **NOTICE: ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

**21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB Project No. (2016-365)**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.
- Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

---

Bid  
For  
**HIDALGO COUNTY**  
**(All Funding Sources, Programs & Entities)**  
**“FIRE EXTINGUISHERS EQUIPMENT & MAINTENANCE SERVICE”**  
**BID No. 2016-365-10-19-FAZ**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"  
 Specifications/Requirements  
 HIDALGO COUNTY (All Funding Sources, Programs & Entities)  
 "FIRE EXTINGUISHERS - EQUIPMENT and MAINTENANCE SERVICE"  
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**SPECIFICATIONS:**

Hidalgo County is seeking to contract with a qualified bidder to conduct all Fire Extinguisher Services on an "as needed basis" for Hidalgo County. The following are specifications, services, requirements, terms and conditions which include, but are not limited to:

**SCOPE OF WORK:**

1. Vendor must inspect each and every County department/location listed for additions and/or deletions.
2. Vendor must furnish labor, equipment, material and transportation to perform annual inspections, test recharge and service the fire extinguishers on an annual basis as needed for Hidalgo County.
3. Vendor shall check entire building to ensure adequate numbers of fire extinguishers are properly installed to meet all fire codes and standards.
4. Vendor shall perform the required 12 year or 5 year hydrostatic testing on all portable fire extinguishers when due. Vendor shall also ensure that extinguishers are emptied and subject to the applicable maintenance procedures. When recharging or hydrostatic testing is performed, the time requirement begins from that date. Trained persons with suitable testing equipment and facilities shall perform all hydrostatic testing. (See following table)

<b>Hydrostatic Test Interval for Extinguishers</b>	
Extinguisher Type	Test Interval (years)
Stored Pressure Water, Loaded Stream and/or Antifreeze	5
Wetting Agent	5
AFFF (Aqueous Film Forming Foam)	5
FFFP (Film Forming Fluoroprotein Foam)	5
Dry Chemical with Stainless Steel Shells	5
Carbon Dioxide	5
Dry Chemical, Stored Pressure, with Mild Steel Shells, Brazed Brass Shells, or Aluminum Shells	12
Dry Chemical, Cartridge or Cylinder Operated, with Mild Steel Shells.	12
Halogenated Agents	12
Dry Powder, Stored Pressure, Cartridge-or Cylinder-Operated, with Mild Steel Shells	12

5. Vendor shall ensure that alternate equivalent protection is provided when portable fire extinguishers are removed from service for maintenance and recharging.
6. Vendor shall perform a visual inspection of **Portable Dry Chemical (ABC) Extinguishers** for physical damage, charge and maintenance intervals. Portables that meet maintenance intervals shall be checked to ensure pull pins and temper seals are in place. Handles on extinguisher shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Charge on cylinder should result in gauge indication in the full charged (green) range. All portable extinguishers shall have proper hose fitted and contain proper amount/type fire extinguisher agent. The portable fire extinguishers are to be properly mounted located and identified in such a manner that they are readily accessible, fully charged, in operable condition, in their designated place

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and installed. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Fire Extinguishers.

7. Vendor shall perform a visual inspection of **Carbon Dioxide (CO2) Extinguishers** for physical damage, charge and maintenance intervals. CO2 extinguishers that meet maintenance interval shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Cylinders should be weighted to detect loss of liquid by leakage, tampering or use. All CO2 extinguishers shall have proper hose and horn fitted and shall contain proper weight of carbon dioxide fire extinguisher agent. Hoses and horns shall be in good condition have no visible cracks in the rubber. The CO2 fire extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible fully charged, in operable condition. All inspections and service shall be in accordance with NFPA12, Standard for CO2 Fire Extinguishers.
8. Vendor shall perform a visual inspection of **Portable Water Extinguishers** for physical damage, proper amount of liquid agent and maintenance intervals. Portable Water Extinguishers that meet maintenance intervals shall be checked to ensure pull pins and tamper seals are in place. Handles on extinguishers shall be checked to ensure they are not bent or coming loose. Gauges shall be checked to verify operational status. Liquid agent in cylinder should result in gauge indication in the full (green) range. All portable water extinguishers shall have proper hose fitted and contain proper amount/type fire extinguishers agent. Hoses shall be in good condition and have no visible cracks in the rubber. The portable water extinguishers shall be properly mounted, located and identified in such a manner that they are readily accessible, filled with proper amount of liquid agent, in operable condition. All inspections and service shall be in accordance with NFPA 10, Standard for Portable Extinguishers.

**REQUIREMENTS:**

1. Bidder(s) must be State licensed during complete term of contract.
2. Vendor must provide site schedule addressed to Hidalgo County Facilities Management.
3. Vendor shall comply with services in a reasonable time period (no more than 5 days from the time of request).

**TERMS & CONDITIONS:**

1. The term of the contract is three (3) years initial period with County's option to extend for one (1) additional year term under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.

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- 4 Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
- 5 Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.
- 6 Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".
7. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
8. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.
9. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.
10. Hidalgo County reserves the right to award to one or MULTIPLE bidders if the County determines it is in its best interest to do so.
11. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires
  - (b) Delivery acceptance of products and/or performance of services ordered, or
  - (c) Terminated by County with thirty (30) day's written notice prior to cancellation.
12. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification
13. All billing must be submitted to the designated department: (See following table)
14. Hidalgo County reserves the right to add or delete sites and/or fire extinguishers /equipment and/or services during the term of the contract under the same rates and conditions.
15. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
16. All costs and expenses associated with the preparation and submission of bids statements of qualifications, quotes & proposals shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

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**NOTE: The following information is merely for vendor to become familiar with the locations. Approximate amounts of fire extinguishers are subject to change.**

<b>HIDALGO COUNTY FACILITIES MANAGEMENT</b> <i>(services sites and est. quantity of fire extinguishers)</i>				<b>BILLING ADDRESS:</b> 3100 S Bus. 281 Edinburg Texas 78539 (956) 289-7850 POC: Daniel Flores
<i>Est. Qty</i>	<i>Service Address</i>	<i>Est. Qty</i>	<i>Service Address</i>	
32	Hidalgo County Courthouse Annex III 100 E. Cano Edinburg, Texas 78539	4	Hidalgo County Mission Health Clinic 211 South Schubach Mission, Texas 78572	
9	Hidalgo County Administration Building 2802 S. Bus. 281 Edinburg, Texas 78539	2	Hidalgo County Elsa Health Clinic 708 E. Edinburg Elsa, Texas 78543	
72	Hidalgo County Courthouse/Annex I/Judicial (Modular's) 100 E. Cano Edinburg, Texas 78539	10	Old Juvenile Detention (County Morgue) 3100 S. Hwy 281 (under construction) Edinburg, Texas	
3	Hidalgo County Courthouse Annex II 101 S. 10 <sup>th</sup> Edinburg, Texas 78539	15	Facilities Management 3100 S Bus. 281 Edinburg Texas 78539 956-289-7850	
	Hidalgo County Election's Office 101 S. 10 <sup>th</sup> Ave Edinburg, Texas 78539	33	Facilities Management -(Vehicles) UNITS: 20, 22, 24, 25, 26, 27, 29,,30,31,32,36,37,38,39,40,41 ,42,43,44,45, 46,47,48,49,50,51,52,53,54,55,56,57,58	
13	Hidalgo County Records Mgmt (County Clerks) 317 N. Closner Edinburg, Texas		Hidalgo County Pct 4 JP Homer Jasso PL 2 222 N. 12 <sup>th</sup> Abe. Edinburg, Texas	
	Hidalgo County Clerks Warehouse (San Carlos) 107 & 86 th Street Elsa, Texas 78543		Hidalgo County Pct 4 Constable Bldg. 1212 S. 25 <sup>th</sup> Edinburg, Texas 78539	
6	Hidalgo County Elections Warehouse 317A N. Closner behind records Office Edinburg, Texas	6	Hidalgo County Pct 4 JP Charlie Espinoza PL 2 222 N. 12 <sup>th</sup> Ave. Edinburg, Texas 78541	
13	Hidalgo County McAllen Clinic Sub-Station 300 E. Hackberry (Rear) McAllen, Texas 78501	2	Hidalgo County DPS 410 N. 13 <sup>th</sup> Ave. Edinburg, Texas 78541	
7	Hidalgo County Pharr Health Clinic 300 W. Hall Acres Pharr, Texas	6	Hidalgo County Adult Probation 3100 S. Bus. Hwy. 281 Edinburg, Texas 78539	
2	Health County Edinburg Health 3105 E. Schunior Edinburg, Texas 78539	6	Adult Probation 3100 S. Bus Hwy 281 Edinburg Texas	
2	430 <sup>TH</sup> District Court 111 South 9 <sup>th</sup> Edinburg, Texas 78539	6	Hidalgo County Extension Service 410 N. 13 <sup>th</sup> Edinburg, Texas	
4	Hidalgo County Health Clinic Mission Clinic 722 N. Breyfogle Mission, Texas 78572		Hidalgo County Mission Tax Ass. & Auto License 722 N. Breyfogle Mission, Texas	
2	Hidalgo County Weslaco Health Clinic 1901 North Bridge Weslaco, Texas 78596		Hidalgo County Planning Department 1304 S. 25 <sup>th</sup> Edinburg, Texas	
2	Hidalgo County Health Clinic 702 E. Tejano Hidalgo, Texas 78577	1	Probation Department Van # 761-532	
2	Hidalgo County JP Luis Garza Pct 3 PL 1 730 N Breyfogle Suite A Mission, Texas ext 3102 (FM)	3	Hidalgo County Fire Marshal's Office 2814 S Bus. 281 Door 9 Edinburg, Texas	
3	Hidalgo County JP Marcos Ochoa Pct. 3 Pl. 2 722 N. Breyfogle Mission, Texas H7-C ext 3203 (FM)	2	Hidalgo County Constable Pct. 2- Martin Cantu 300 W. Hall Acres Rd. Ste. E, Pharr, Texas	
4	San Juan WIC Clinic 509 E Earling San Juan, Texas 78579	2	Mission WIC Clinic #2 722 N. Breyfogle Mission Texas	
2	Pharr WIC Clinic #2 300 W Hall Acres Rd Ste A		Hidalgo County WIC Clinic-- San Carlos 230 N 86th Street Edinburg, Texas 78539	
	Hidalgo County WIC Clinic—Mission #1 211 S Schurbach Mission, Texas 78572	4	Pharr WIC Clinic 1903 N. Knight Pharr, TX 78577	

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<b>HIDALGO COUNTY PCT. 1 SITES:</b> <i>(services sites and est. quantity of fire extinguishers)</i>				BILLING ADDRESS: 1902 Joe Stephens Weslaco, Texas 78596 POC: Katia Garcia (956) 968-8733
<i>Est. Qty</i>	<i>Service Address</i>	<i>Est. Qty</i>	<i>Service Address</i>	
4	Hidalgo County Precinct No. 1 ADM. Build. 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Mercedes Collection Center	
2	Pct. 1-Shop 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Donna Collection Center	
46	Shop spare 1902 Joe Stephens Ave. Weslaco, Texas 78596	1	Monte Alto Collection Center	
1	Sunset Tire Shop Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Sunrise Pavilion Kitchen Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	
1	Drainage Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	North East Exit- Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	
1	Water & Sign Room Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	South East Exit Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	
1	Gas Storage Tank Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	2	Delta Shop 28312 FM 88 Edcouch, Texas	
1	Diesel Storage Tank Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Tool Room 28312 FM 88 Edcouch, Texas	
1	Sunset Guard House Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	16	Tool Room Spare 28312 FM 88 Edcouch, Texas	
1	Sanitation Storage Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	1	Delta Tool Booth 28312 FM 88 Edcouch, Texas	
1	Sanitation Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	2	Road & Bridge Office Mile 11 N. x Mile 1 ½ W. Mercedes, Texas	
2	Weslaco Sub-Station Tax Office 1902 Joe Stephens Suite 201 Weslaco, Texas 78596	153	Vehicles/Equipment Units# 1 thru 153	
2	Pct. 1 Pl 1.- Justice of the Peace Gilbert Saenz 1902 Joe Stephens Ave., Ste 301 Weslaco, Texas 78596	2	Pct. 1 Pl. 2 -Justice of the Pease Jesus Morales 1902 Joe Stephens Ave., Ste. 302 Weslaco, Texas	

<b>HIDALGO COUNTY CONSTABLES PCT. 1</b> <i>(services sites and est. quantity of fire extinguishers)</i>		BILLING ADDRESS: 1900 Joe Stephens Ave. Weslaco, Texas, 78599 POC: Joe F. Espinoza (956) 447-3775
<i>Est. Qty</i>	<i>Service Address</i>	
5	Hidalgo County Constable Office Pct. 1	

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<b>HIDALGO COUNTY PCT. 2 SITES:</b> <i>(services sites and est. quantity of fire extinguishers)</i>				BILLING ADDRESS: 301 E. State Pharr, Texas 78577 POC: Erika Zamora 956-787-1891
<i>Est. Qty</i>	<i>Service Address</i>	<i>Est. Qty</i>	<i>Service Address</i>	
3	Hidalgo County Precinct No. 2 300 W Hall Acres Rd Ste G Pharr, Texas 78577	7	Pct. 2-Palmer Pavilion 301 E. Hackberry McAllen, TX	
	Hidalgo County CRC South Tower 1429 S Tower Road Alamo, Texas	6	Pct. 2-Palmer Pavilion (Less Gilmore Kitchen) 301 E. Hackberry McAllen, TX	
	Hidalgo County El Gato Collections Tower & Hall Acres Alamo, Texas	2	Pct. 2-Las Milpas Pool 6 ½ Mile South Jackson Rd & Anaya Las Milpas, TX	
	Hidalgo County Lopez Park Minnesota & Rodriguez Pharr, Texas 78577 H-13-B	3	Pct. 2-County Wide Shop (shop & pole) 101 N. Cypress Pharr, TX	
	Hidalgo County Parks & Rec & R & B 300 W Hall Acres Rd Ste G Pharr, Texas	4	Pct. 2-County Wide Shop (equipment & vehicles 39,49,59, 1988 western star) 101 N. Cypress Pharr, TX	
	Hidalgo County Sanitation & Landfill 300 W Hall Acres Rd Ste G Pharr, Texas	7	Pct 2- CRC San Juan 509 E. Earling Street, San Juan, TX	
104	Vehicle /Equipment- Pct. 2 ---units 1-104	9	Pct. 2 -Shop 300 W Hall Acres Rd Ste G Pharr, Texas	

<b>HIDALGO COUNTY PCT. 3 SITES:</b> <i>(services sites and est. quantity of fire extinguishers)</i>				BILLING ADDRESS 724 N. Breyfogle Mission, Texas 78574 POC: Norma Ceballos (956) 585-4509
<i>Est. Qty</i>	<i>Service Address</i>	<i>Est. Qty</i>	<i>Service Address</i>	
	Hidalgo County Pct. 3 Adm. Office 2401 N. Moorefield Rd. Mission, Texas 78572	11	Pct. 3- Peñitas Landfill 7 Miles West of Mission on Military Rd. Peñitas, Texas	
51	Hidalgo County Precinct No. 3-(Office) Land field 724 N. Breyfogle Mission, Texas		Hidalgo County Pct 3 Landfill Sub Station 681 & Los Ebanos Alton, Texas 78573	
	Pct 3 Meeting Hall / Pavilion 734 N. Breyfogle Rd Mission, Texas		Hidalgo County Pct 3 Motor pool 8310 FM 107/Iowa Mission, Texas 78574	
	Pct 3 Drainage Equipment 2800 W Mile 7 Rd Mission, Texas	18	Pct.3-Anzalduas Park 724 N. Breyfogle Mission, Texas	
9	La Mansion (VACANT) Pct 3 2401 N Moorefield – (4) Mission, Texas.			

<b>HIDALGO COUNTY CONSTABLES PCT. 3</b> <i>(services sites and est. quantity of fire extinguishers)</i>		BILLING ADDRESS: 730 N. Breyfogle St. B Mission, Texas POC: Raquel Ramos (956) 581-6800
<i>Est. Qty</i>	<i>Service Address</i>	
5	Hidalgo County Constable Pct. 3 - Larry Gallardo (Office) 730 N. Breyfogle St. B Mission, Texas Ext 3305	
24	Vehicles – Unit #'s 301, 302, 303, 304, 305, 307, 308, 309, 310, 311, 312, 313, 314, 317, 320, 321, 322, 323, 324, 327, 328, 330, 331 & 332.	

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<b>HIDALGO COUNTY PCT. 4 SITES:</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> 1102 N. Doolittle Road Edinburg, Texas 78541 POC: Veronica Lopez 956-383-3112
<i>Est. Qty</i>	<i>Service Address</i>	<i>Est. Qty</i>	<i>Service Address</i>	
72	Hidalgo County Precinct No. 4 (Office) 1051 N. Doolittle Edinburg, Texas 78542	5	Pct. 4- Landfill 1051 N. Doolittle Edinburg, Texas 78542	

<b>HIDALGO COUNTY CONSTABLES PCT. 4</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> 2814 S Business Hwy 281 Edinburg, Texas (956) 383-8560 POC: Nayla Muñoz
<i>Est. Qty</i>	<i>Service Address</i>			
22	Vehicles —units # 402, 406, 407, 408, 409, 410, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 427 & 428			

<b>HIDALGO COUNTY—WIC PROGRAM</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> 3105 W. University Drive Edinburg, Texas 78539 POC: Margarita Gonzalez (956) 381-4646
<i>Est. Qty</i>	<i>Service Address</i>	<i>Est. Qty</i>	<i>Service Address</i>	
4	WIC Administration Office 3105 W. University Drive Edinburg, Texas 78539	2	McAllen WIC Clinic #2 220 S Bicentennial Ste D McAllen Texas	
4	WIC Cargo Vans—Plates # 1097167, 1097163 , 1061949, 1061948	6	Edinburg WIC Clinic #2 113 Dawson Edinburg, Texas 78539	
2	Donna WIC Clinic 301 S. 8 <sup>th</sup> Donna, Texas 78537	2	Hidalgo County WIC Annex Building 3109 W. University Edinburg, Texas 78539	
2	Mercedes WIC Clinic 540 S. Texas Mercedes, Texas 78570	4	Pharr WIC Clinics 1903 N. Fir Pharr, Texas 78577	
3	Roma WIC Clinic 2891 E. Grant, Roma, TX 78584	2	Río Grande City WIC Clinic 5405 Brand St Ste 5 Río Grande City, TX 78582	
2	Progreso WIC Clinic (Modular Bldg) 510 N. FM 1015		Hidalgo County WIC Clinic—Weslaco#2 417 S Oregon Ave. Weslaco, Texas 78596	
2	Alton WIC Clinic 3509 E. Main Street suite 104 Alton Texas 78573		Hidalgo County WIC Clinic—McAllen #3 3001 N. 23rd Street Suite 8 McAllen, Texas 78502	
4	Alamo WIC Clinic 313 E. Bus. 83 # 113		Hidalgo County WIC Clinic—Alton, #2 3503 W. 5 Mile Rd. Suite 5, 6 & 7 Mission, Texas 78574	
3	Sullivan WIC Clinic Highway 83 Sullivan, Texas 78596			

<b>HIDALGO COUNTY—SHERIFF'S OFFICE</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> 711 El Cibolo Rd. Edinburg, Texas 78540 POC: Juan Tapia (956) 383-8114
<i>Est. Qty</i>	<i>Service Address</i>	<i>Est. Qty</i>	<i>Service Address</i>	
3	Alpha/Prop	7	Kitchen/Staff Dining	
4	Bravo/Visit	6	Maintenance/ Laundry/Quart.	
5	Charlie/Visit	1	Mailroom	
12	Delta/Delta Top	1	Commissary	
4	Echo	7	Storage Closets/Paint Room	
6	Fox	15	Bravo Storage	
6	Gulf	1	Records	
1	Hotel	1	Sgt. Office 7177	
5	Infirmary Section	4	Arraign, Squad, Sert	
2	X-Ray Room	1	Library	
4	Booking Section	9	Administration / PI	
2	Releasing / Bondsmen	3	Warehouse	
6	Sally Port	25	Motor Pool	
1	Lt. Office	10	Academy	

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2	Central Control	3	Shooting Range	
2	Property	4	Substation	
3	Classification/Medical	61	Detention Center	
<b>HIDALGO COUNTY—ADULT PROBATION</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> 3100 S. Bus. Hwy. 281 Edinburg, Texas 78539 POC: Rosario Castilleja (956) 587-6000
<b>Est. Qty</b>	<b>Service Address</b>	<b>Est. Qty</b>	<b>Service Address</b>	
11	Hidalgo County Substance Abuse Treatment Facility 1000 M. Rd. - P.O. Box 1109 Edinburg, Texas 78539	5	(Vehicles)--- Vans 206-218 ,102-5247, 102-5248 892-797  610-596, 772-423, 866-571	

<b>HIDALGO COUNTY BUDGET &amp; MANAGEMENT-SAFETY DIVISION</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> Hidalgo County Safety Division 9805 N. 10 <sup>th</sup> McAllen, Texas 78504 POC: Rosie Luna
<b>Est. Qty</b>	<b>Service Address</b>			
9	Vehicles----Units: 1,2,3,5,6,7, 8 & 9			

<b>HIDALGO COUNTY HITDA TASK FORCE</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> PO Box 5719 McAllen, Texas 78502 Fox Trot Building 956-381-0444 POC: Sonya Lopez
<b>Est. Qty</b>	<b>Service Address</b>			
17	Hidalgo County HITDA Task Force 3 in the office & 14 in the Vehicles 3100 S Hwy 281 Edinburg, Texas			

<b>HIDALGO COUNTY—HEALTH DEPARTMENT</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> 1304 S. 25 <sup>th</sup> St. Edinburg, Texas 78539 (956) 383-6221 ext. 7216 POC: Josie Escalante
<b>Est. Qty</b>	<b>Service Address</b>	<b>Est. Qty</b>	<b>Service Address</b>	
3	Mobile Clinic 1304 South 25 <sup>th</sup> Street Edinburg, Texas 78539	20	Hidalgo County Health Department Central Office & Warehouse 1304 South 25 <sup>th</sup> Street Edinburg, Texas 78539	
3	Pulmonary 1304 South 25 <sup>th</sup> Street Edinburg, Texas 78539	3	McAllen Clinic 300 E. Hackberry McAllen, Texas 78501	
30	Trucks and Vans 1304 South 25 <sup>th</sup> Street Edinburg, Texas 78539			

<b>HIDALGO COUNTY JUVENILE JUSTICE CENTER/BOOT CAMP</b> (services sites and est. quantity of fire extinguishers)				<b>BILLING ADDRESS:</b> 1001 N. Doolittle Rd. Edinburg, Texas (956) 587-6200 POC: Elena Gaitan
<b>Est. Qty</b>	<b>Service Address</b>			
15	Hidalgo County Juvenile Justice Center & 449 <sup>th</sup> District Court (NEW BLDG.) 1001 N. Doolittle Rd. Edinburg, TX 78534			
18	Juvenile Boot Camp 1711 N. Bridge Weslaco, Texas 78596			1711 N. Bridge Weslaco, TX 78599 POC: Sgt. J. Martinez (956) 969-8690

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HIDALGO COUNTY (All Funding Sources, Programs & Entities)  
"FIRE EXTINGUISHERS - EQUIPMENT and MAINTENANCE SERVICE"  
RFB NO.: 2016-365-10-19-FAZ

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**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

**1. Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

**2. Price Reduction:** Vendor shall notify the County at the time when the Vendor=s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

**3. Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

EXHIBIT "A"  
Specifications/Requirements  
HIDALGO COUNTY (All Funding Sources, Programs & Entities)  
"FIRE EXTINGUISHERS - EQUIPMENT and MAINTENANCE SERVICE"  
RFB NO.: 2016-365-10-19-FAZ

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**4. Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

**5. Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) by NO LATER than Monday, October 10, 2016 BY 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by **NO LATER than, Wednesday, October 12, 2016 BY 5:00 P.M.**

EXHIBIT "B"  
 BID PAGE  
 Hidalgo County (All Funding Sources, Programs & Entities)  
 "Fire Extinguishers Equipment and Maintenance Service"  
 Bid No. : 2016-365-10-19-FAZ

NIGP CODE: 936-34

DESCRIPTION	AMOUNT
INSPECTIONS (Annual)	
<b>RECHARGES Dry Chemical</b> ( Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	
5 LB Dry Chemical	
10 LB Dry Chemical	
20 LB Dry Chemical	
5 LB Carbon Dioxide (CO2)	
10 LB Carbon Dioxide (CO2)	
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	
CARBON DIOXIDE (CO2 under/plus recharge)	
WATER EXTINGUISHER & HYDRO	
<b>AMEREX &amp; BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST</b>	
2.5 LB Dry Chemical	
5 LB Dry Chemical	
10 LB Dry Chemical	
20 LB Dry Chemical	
<b>EXIT SIGNS</b> These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN	
BT655 120V, 20W, Intermediate Screw Bulb	
BT6 145V, 15W, Candelabra Screw	
B7C7 120V, 7W, Candelabra Screw	
BPL7 120V, 7W, Compact Florescent	
B914 4V, 9W, Miniature Wedge	
<b>TOTAL BID (for all above items)</b>	

EXHIBIT "B"  
BID PAGE  
Hidalgo County (All Funding Sources, Programs & Entities)  
"Fire Extinguishers Equipment and Maintenance Service"  
Bid No. : 2016-365-10-19-FAZ

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**BIDDER (S) INFORMATION**

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CELLULAR NUMBERS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	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.		
<b>INSURERS AFFORDING COVERAGE</b>			
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 THEIR 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	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPI/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

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
<b>Hidalgo County</b> 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 <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE	

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

\_\_\_\_\_ will be acquired within 10 working days after notification from Purchasing Department of 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

# 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.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:       Yes  No

If yes, by whom?:    Texas Building & Procurement Commission      Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable):    Texas Building & Procurement Commission    Other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	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 <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	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)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																													
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 <i>How to get a TIN</i> on page 3.																																																													
<b>Note.</b> 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.																																																													
	<table border="1" style="margin: auto;"> <tr><td colspan="10" style="text-align: center;"><b>Social security number</b></td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td colspan="4" style="text-align: center;">-</td><td colspan="2" style="text-align: center;">-</td><td colspan="4"></td></tr> </table> <p style="text-align: center;"><b>or</b></p> <table border="1" style="margin: auto;"> <tr><td colspan="10" style="text-align: center;"><b>Employer identification number</b></td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td colspan="4" style="text-align: center;">-</td><td colspan="6"></td></tr> </table>	<b>Social security number</b>																				-				-						<b>Employer identification number</b>																				-									
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<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> 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.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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 their 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

**EXHIBIT "B"**  
VENDOR'S BID PRICE

Rick & Annette Bogle d/b/a ARB Fire Protection  
"Fire Extinguishers Equipment & Maintenance Service"  
Hidalgo County (All funding Sources)

**Contract No. C-16-365-11-01**

EXHIBIT "B"  
 BID PAGE  
 Hidalgo County (All funding sources)  
 "Fire Extinguishers Equipment and Maintenance Service"  
 Bid No. : 2011-365-10-19-FAZ

NIGP CODE: 936-34

DESCRIPTION	AMOUNT
INSPECTIONS (Annual)	4.00
<b>RECHARGES Dry Chemical</b> ( Includes pull pins & o-rings when needed)	
2.5 LB Dry Chemical	7.00
5 LB Dry Chemical	9.00
10 LB Dry Chemical	12.00
20 LB Dry Chemical	20.00
5 LB Carbon Dioxide (CO2)	14.00
10 LB Carbon Dioxide (CO2)	18.00
HYDRO-TEST (Dry Chemical 20 & Under /Plus recharge)	14.00
CARBON DIOXIDE (CO2 under/plus recharge)	18.00
WATER EXTINGUISHER & HYDRO	14.00
<b>AMEREX &amp; BADGER ABC TYPE FIRE EXTINGUISHER PRICE LIST</b>	
2.5 LB Dry Chemical	26.00
5 LB Dry Chemical	35.00
10 LB Dry Chemical	54.00
20 LB Dry Chemical	100.00
<b>EXIT SIGNS</b>	
These are samples of the light fixtures that may require service but not limited to the following:	
ESR2 AC RED EXIT SIGN	45.00
BT655 120V, 20W, Intermediate Screw Bulb	3.00
BT6 145V, 15W, Candelabra Screw	2.75
B7C7 120V, 7W, Candelabra Screw	2.75
BPL7 120V, 7W, Compact Florescent	8.50
B914 4V, 9W, Miniature Wedge	2.25
<b>TOTAL BID (for all above items)</b>	<b>409.25</b>

EXHIBIT "B"

BID PAGE

Hidalgo County (All funding sources)

"Fire Extinguishers Equipment and Maintenance Service"

Bid No. : 2016-365-10-12 FAZ

BIDDER=S INFORMATION

BIDDER/COMPANY NAME: ARB Fire Protection

ADDRESS: P.O. Box 168

CITY/STATE/ZIP CODE: Stamford, TX 79553

PHONE NUMBER: 214-364-0704

E-MAIL ADDRESS: rtbogle1@wmconnect.com

CELLULAR NUMBERS: 972-989-9577

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: Annette G. Bogle

PRINTED NAME: Annette G. Bogle

TITLE: Owner

DATE: 10-13-16

# **EXHIBIT "C"**

## **INSURANCE REQUIREMENTS**

Rick & Annette Bogle d/b/a ARB Fire Protection  
"Fire Extinguishers Equipment & Maintenance Service"  
Hidalgo County (All funding Sources)

**Contract No. C-16-365-11-01**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2016

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).

<b>PRODUCER</b> Insurance Solutions of America 925 West State Road 434, Ste 201 Winter Springs FL 32708		<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 407-332-0033 E-MAIL ADDRESS: certs@isolutionsfl.com		FAX (A/C, No.): 407-332-0030	
<b>INSURED</b> Annette & Rick Bogle dba ARB Fire Protection PO Box 168 Stamford TX 79553		<b>ANNE&amp;RI-01</b>		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Allstate Insurance Company INSURER B : Rockhill Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
				<b>NAIC #</b> 19232 28053	

### COVERAGES

CERTIFICATE NUMBER: 16132096

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RFSCAK000522-00	8/17/2016	8/17/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			64825031401	11/19/2015	11/19/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate is subject to all policy limits, conditions and exclusions.  
Scheduled autos:  
VIN: 5TFRT54178X020425

### CERTIFICATE HOLDER

Hidalgo County  
Purchasing Dept  
2812 S Highway Business 281  
Edinburg TX 78539

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# Affidavit Agreement

Date: 10-26-16

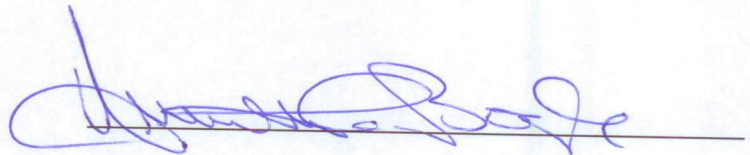
Affiant: Annette Bogle

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Annette Bogle states that he/she is a sole proprietor doing business as ARB Fire Protection with Hidalgo County under RFB 2016-365-10-19-FAZ dated October 19, 2016. Affiant will provide services for Hidalgo County under a Hidalgo County RFB Description Fire Extinguisher Equipment and Maintenance.


Affiant further states that he/she has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Further Affiant Sayeth not.



Printed Name of Affiant Annette Bogle

SWORN AND SUBSCRIBED TO under oath before me on October 26, 2016



Notary Public, State of Texas

Zimbra

leticia.saenz@co.hidalgo.tx.us

---

**RE: Review & Approve - C-16-365-11-01-Rick & Annette Bogle dba ARB Fire Protection - HC**

---

**From :** Steve Crain <scrain@atlashall.com>

Wed, Oct 26, 2016 02:07 PM

**Subject :** RE: Review & Approve - C-16-365-11-01-Rick & Annette Bogle dba ARB Fire Protection - HC

1 attachment

**To :** 'Leticia H. Saenz'  
<leticia.saenz@co.hidalgo.tx.us>**The agreement is fine.**

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Wednesday, October 26, 2016 11:55 AM**To:** Steve Crain <scrain@atlashall.com>**Cc:** Marynel Trevino <mntrevino@atlashall.com>; Matilde Faz <matilde.faz@co.hidalgo.tx.us>**Subject:** Review & Approve - C-16-365-11-01-Rick & Annette Bogle dba ARB Fire Protection - HC

Mr. Crain-

Please review and approve as to form agreement (attached hereto) with **Rick & Annette Bogle** d/b/a **ARB Fire Protection** for the purposes of: "**Fire Extinguishers/Equipment and Maintenance Service**" for **Hidalgo County**.

**\*Note:** will be placed on next weeks CC agenda for final approval.

Please advise.

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**

Hidalgo County Purchasing Department

2812 South Business Highway 281

Edinburg, Texas 78539

**P**(956) 318-2626 **F**(956) 318-2629Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-128945

Date Filed:  
10/26/2016

Date Acknowledged:

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

ARB Fire Protection  
Stamford, 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.

2016-365  
Sales and Service of Fire Extinguishers

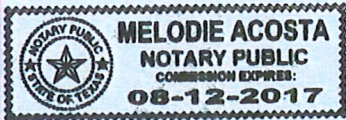
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Annette Bogle, this the 26<sup>th</sup> day of October, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
Signature of officer administering oath

Melodie Acosta  
Printed name of officer administering oath

Loan Asst.  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b> <b>CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> ARB Fire Protection Stamford, TX United States	Certificate Number: 2016-128945
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Hidalgo County	Date Filed: 10/26/2016
Date Acknowledged: 10/26/2016	

**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.**

2016-365  
 Sales and Service of Fire Extinguishers

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.**

**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-57044

Purchasing Department 21. A. 3.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

A. Presentation and action of the updated and modified procurement template [as reviewed and approved as to form by legal counsel-HC-DA-Civil Div.] including, but not limited to, RFB, RFP, RFQ, RFO, RFI and RFSQ packets which may also include options for accepting required copies with original submissions;

B. Requesting rescission of items on previous HCCC meetings authorizing publication of RFB and the approval of the procurement packets including, but not limited to, the following projects:

- 1) C/AI#56753-CC meeting of 10-25-16: Tire Disposal Service
- 2) C/AI#56756-CC meeting of 10-13-16: Printing Services and Related Supplies
- 3) R/AI#56764-CC meeting of 10-13-16: Regional Linear Park Project - Phase I
- 4) R/AI#56400-CC meeting of 10-04-16: Recovery and Motor Pool Improvements including authority to advertise [w/re-adv if necessary] and approval to use the newly approved Request for Bids procurement packets for the identified projects herein and above.

**BACKGROUND**

Hidalgo County CC approved the Title VI-Non-discrimination Plan including applicable forms on August 9, 2016 and October 4, 2016.

As a result of the legal review of the Title VI Plan by the HC-DA, Civil Division, the existing HC procurement packet template [in which the Title VI Plan would be attached] were also updated, modified and clarified accordingly.

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Immediate fiscal impact will be for the advertising expense for each project; Prior to award of bid and/or contract, funding will need to be identified and in place.

---

## Attachments

AI56756

AG56753

New RFB Packet

AI-56764

AG5400

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### **Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 01:35 PM
Budget & Management	Veronica Ortiz	10/27/2016 01:40 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Marty Salazar		Started On: 10/25/2016 03:35 PM
Final Approval Date: 10/28/2016		

AI-56756

Purchasing Department 11. N.

**CC CONSENT**

Meeting Date: 10/13/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Requesting authority to advertise and approval of procurement packet for Hidalgo County-"Printing Services and Related Supplies"-RFB No.:2016-240-SMA, including the re-advertising of project in the event No Bids received and/or are rejected and project is still required.

BACKGROUND

1. Current contract expires: 01/31/17
2. New contract commences: 02/01/17
3. Proposed Timeline:  
1st advertisement: Oct. 22, 2016  
2nd advertisement: Oct 29, 2016  
Bid Opening date: Nov 09, 2016

---

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 1100-441-00-340-001-0-550  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 1100-412-00-025-001-0-550  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 1100-414-00-130-001-0-550  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 1200-431-00-124-005-0-550  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 2201-415-00-115-009-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 1100-415-14-115-001-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 2202-419-50-115-065-0-XXX  
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 1100-412-00-002-001-0-XXX  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

---

Attachments

memos, draft legal notice, draft specs, draft contract document

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/04/2016 04:41 PM
Merlen P. Munoz	Merlen P. Munoz	10/05/2016 01:35 PM
Final Approval	Monica Badillo	10/07/2016 05:19 PM
Form Started By: Sandra Montalvo		Started On: 10/04/2016 04:23 PM
Final Approval Date: 10/07/2016		

**AI-56753**  
**CC CONSENT**

**Purchasing Department 9. S.**

Meeting Date: 10/25/2016  
 Submitted For: Marty Salazar, PURCHASING DEPT.  
 Submitted By: Sandra Montalvo, PURCHASING DEPT.  
 Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet for Hidalgo County-"Tire Disposal Services"-RFB No.:2016-287-SMA, including the re-advertising of project in the event No Bids received and/or are rejected and project is still required.

BACKGROUND

1. Current contract expires: December 19, 2016
2. New contract commences: December 20, 2016
3. Proposed Schedule of events:
  - 1st advertisement: Oct. 22, 2016
  - 2nd advertisement: Oct 29, 2016
  - Bid Opening date: Nov 09, 2016

Fiscal Impact

FISCAL YEAR: 2016	ACCT. #: 1100-432-00-124-001-0-421
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

FISCAL YEAR: 2016	ACCT. #: 1100-432-00-122-001-0-421
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

FISCAL YEAR: 2016	ACCT. #: 1100-432-00-123-001-0-421
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

FISCAL YEAR: 2016	ACCT. #: 1100-432-00-121-001-0-421
FUNDS AVAILABLE Y/N?: y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

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

Attachments

Memos, draft legal notice, draft specs,draft contract

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### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/04/2016 04:05 PM
Final Approval	Monica Badillo	10/21/2016 05:40 PM
Form Started By: Sandra Montalvo		Started On: 10/04/2016 03:03 PM
Final Approval Date: 10/21/2016		



**HIDALGO COUNTY PURCHASING OFFICE**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 292-7612**

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **HIDALGO COUNTY**  
Request for Bids -**“REQUEST FOR BIDS/GOODS & SERVICES”**  
**Bid No: 2016-000-00-00-initials**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration, **as packets have been modified at the commence of 2016.**

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/**initials**  
Enclosures



**HIDALGO COUNTY PURCHASING OFFICE**  
**2812 S. Business Highway 281**  
**Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626/ Fax: (956) 292-7612**

**TABLE OF CONTENTS**  
**REQUEST FOR BIDS (RFB)**  
**HIDALGO COUNTY**  
**“GOODS/PRODUCTS-TITLE (DESCRIPTION PROJECT)”**  
**RFB NO: 2016-000-00-00-**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
<b>1.</b>	Request For Bid Letter	1
<b>2.</b>	Request for Bid, <b>Legal Notice</b>	8
<b>3.</b>	Exhibit A, Specifications	
<b>4.</b>	Exhibit B, Bid Page	
<b>5.</b>	Exhibit C, Insurance Requirements	4
<b>6.</b>	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
<b>7.</b>	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
<b>8.</b>	Exhibit F, Certification Regarding Debarment	1
<b>9.</b>	Exhibit G, Title VI Appendices “A” through “E”	5
<b>10.</b>	Draft Contract	
<b>11.</b>	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

\_\_\_\_\_  
Date

Revised 09/13/16

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY “TITLE-PROJECT”**

### **BID OPENING DATE**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539  
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY -“TITLE”** in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO.: 2016-000-00-00-xxx “HIDALGO COUNTY-TITLE”** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MONTH , 2016. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “HIDALGO COUNTY depts. Name -RFB NO.: 2016-000-00-00-xxx “TITLE”** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See page 8);
  2. Bid Page – Procurement Form – Areas of Specialization (See **Exhibit “B”**);
  3. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
  4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
  5. Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
  6. Certification Regarding Debarment (See **Exhibit “F”**); and
  7. SAMS.gov Registration Acknowledgement (See Number 18 below).
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; C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D. award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.
  4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
  5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all Bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
  - . Invoices must include:
    - a) Name and address of successful bidder
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
    - d) Notation - "HIDALGO COUNTY -RFB NO.: 2016-000-00-00-xxx "TITLE"  
Descriptive information as to the items or services delivered, including product code,



b. The appropriate clauses of Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices “A” through “E” are attached as **Exhibit “G.”**

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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.

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.

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 E, 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. Closser, 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 Project No. (2016-000), 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: [xxxx.xxxxx@co.hidalgo.tx.us](mailto:xxxx.xxxxx@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 FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT 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 the County.
24. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
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.

# LEGAL NOTICE

Bid  
for  
**HIDALGO COUNTY**  
**(Dept. Name)**  
**“PROJECT TITLE/NAME”**  
**BID NO.: 2016-000-00-00-xxx**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "G"  
APPENDICES

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.\*

(\*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).



**HIDALGO COUNTY**  
(Including all funding sources, programs, and entities)  
**REQUEST FOR BIDS**  
**PROJECT TITLE**

**RFB No.:** 2016-000-00-00

**RFB SUBMITTAL CHECK LIST**

**All forms listed below must be included in the RFB response.**

**Indicate with a check mark (✓) the Forms completed and included in this response:**

- \_\_\_\_\_ Page 8 of Legal Notice
- \_\_\_\_\_ Exhibit "B" Bid Page
- \_\_\_\_\_ Exhibit "C" -Acknowledgement forms
- \_\_\_\_\_ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.
- \_\_\_\_\_ Exhibit "E" Vendor Bidder Applications and IRS form W-9
- \_\_\_\_\_ Exhibit "F" Certification Regarding Debarment
- \_\_\_\_\_ SAMS.gov Registration Acknowledgement [www.sam.gov](http://www.sam.gov)
- \_\_\_\_\_ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

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.

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**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**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
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		

AI-56400

Purchasing Department 23. D. 4.

**CC - REGULAR**

Meeting Date: 10/04/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

**CAPTION**

Requesting authority to advertise (including the authority to re-advertise the project in the event that no bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto as developed by project engineer Half & Associates for Recovery and Motor Pool Improvements at Hidalgo County Precinct No. 4.

**BACKGROUND**

Proposed Timeline:

1st ad: Saturday, October 8, 2016

2nd ad: Saturday, October 15, 2016

Bid Opening Date: Wednesday, October 26, 2016

---

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1200-431-00-124-007-0-540

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

BUDGETARY IMPACT:

advertisement PO 735830

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Attachments

Plans

specs

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	09/16/2016 09:00 AM
Glinda Pacheco	Glinda Pacheco	09/16/2016 09:18 AM
Final Approval	Monica Badillo	09/30/2016 05:24 PM
Form Started By: Elena Gomez		Started On: 09/15/2016 03:45 PM
Final Approval Date: 09/30/2016		

AI-57046

Purchasing Department 21. B. 1.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

Pursuant to Hidalgo County's Exiting Elected Official Policy, requesting approval of the following Requisitions and PO Increases for HC Commissioner, Pct. #1:

- Purchase order Increase # 748970
- Requisition: 308603, 308633, 308640, 308642 & 308861

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1347-431-00-121-225-0-721

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

**BUDGETARY IMPACT:**

Funding available under PO# 748970 as of 10/27/2016.

**Attachments**

PO increase

W/A #1 Aranda & Associates

WA1

WA2

WA3

REQS

WA2

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 09:33 AM
Budget & Management	Veronica Ortiz	10/27/2016 09:59 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Elena Gomez		Started On: 10/25/2016 03:40 PM
Final Approval Date: 10/28/2016		

## PURCHASE ORDER INCREASE COUNTY OF HIDALGO

Department: Hidalgo County Pct.1  
 Contact Name: Yolanda Estrada  
 Telephone No.: (956)968-8733

Purchase Order No.: 748970  
 Increase No. 1 for this Purchase Order

Procurement Method:  
 Contract # E-16-071-02-03 ✓

Vendor No.: 125717  
 Vendor Name: Frontera Materials, Inc. ✓  
 Address: P.O. Box 1449  
Elsa, TX 78543-1449

Cooperative Awarded Vendor  
 (TBPC State Award, TCPN, TASB-Buyboard)  
 Quotes over \$1,000.00 (verbal quotes)  
 Quotes over \$5,000.00  
 (attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
		<i>AMOUNT OF ORIGINAL PURCHASE ORDER</i>			<b>\$79,170.00</b>
155	Tons	Hot Mix - 1st PO Increase ✓	74521	\$ 58.00 ✓	\$8,990.00
		<i>AMOUNT OF INCREASE REQUEST-</i>			<b>\$8,990.00</b>
		<i>TOTAL AMOUNT</i>			<b>\$88,160.00</b>

Account Number: 6-1347-431-00-121-225-0-721 ✓

Liquidated: \_\_\_\_\_  
 Available: \_\_\_\_\_

Reason: Purchase order increase needed to pay for additional materials purchased.

Authorization:   
 Department Head

10/24/16  
 Date

Reviewed By: \_\_\_\_\_  
 Purchasing Department

\_\_\_\_\_  
 Date

Approved By \_\_\_\_\_  
 Purchasing Agent

\_\_\_\_\_  
 Date

Approved By: \_\_\_\_\_  
 County Auditor

\_\_\_\_\_  
 Date

# Requisition

Req # 00308603

PO #

Date: 10/25/16

Bill To:   x  
              x

**Vendor :** 420034  
ARANDA, JAMES  
D/B/A ARANDA & ASSOCIATES, INC.  
1552 DOVE AVE.  
MCALLEN TX 78504  
FAX (956)631-0992

**Ship To:** HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

**Contact:** RAUL LOZANO  
956-968-8733

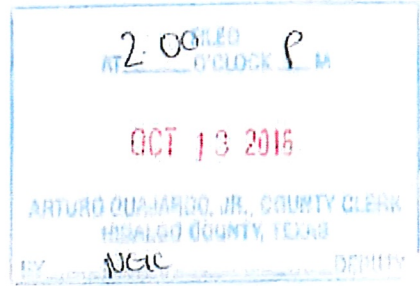
**Contract No:** C-16-331-09-27

**Special Instructions:**  
RY133

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-331-09-27 09/26/17 DO NOT DUPLICATE ORDER		
1.00	EACH	CC WORK AUTHORIZATION NO. 1 FOR ENGINEERING SERVICES FOR FEMA DR-4245 - SITE NO. 11 LAS NUBES STREET (HACKBERRY, NORTH 407 FEET) FOR HIDALGO COUNTY PCT NO. 1	3,341.74	3,341.74
1.00	EACH	CC WORK AUTHORIZATION NO. 1 FOR ENGINEERING SERVICES FOR FEMA DR-4245 - SITE NO. 12 OLD RIVER ROAD (SODERQUIST ROAD, EAST 3,084 LF) FOR HIDALGO COUNTY PCT NO. 1	19,036.92	19,036.92
1.00	EACH	CC WORK AUTHORIZATION NO. 1 FOR ENGINEERING SERVICES FOR FEMA DR-4245 - SITE NO. 17 MARLEN STREET (GERONIMO STREET, EAST 1,084 LF) FOR HIDALGO COUNTY PCT NO. 1	7,081.19	7,081.19
1.00	EACH	CC WORK AUTHORIZATION NO. 1 FOR ENGINEERING SERVICES FOR FEMA DR-4245 - SITE NO. 2 LOTT STREET (IVEY ROAD, NORTH 2,636) FOR HIDALGO COUNTY PCT NO. 1	22,850.20	22,850.20
		<u>Account No</u>	<u>Encumbrance</u>	
		6-1280-431-00-121-814-5-721	22,850.20	
		6-1280-431-00-121-821-5-721	3,341.74	
		6-1280-431-00-121-822-5-721	19,036.92	
		6-1280-431-00-121-827-5-721	7,081.19	
			Freight	.00
			Total	52,310.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_

Reg # 308603



**EXHIBIT E**  
**-WORK AUTHORIZATION**

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement# C-16-331-09-27**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "Owner," and, **Aranda & Associates, Inc.** professional engineers of McAllen, Texas, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the "engineering services" to provide: **surveying plans, specifications, construction phase engineering & construction inspection for the Federal Emergency Management Agency Roadway Reconstruction Project (FEMA DR 4245) – Las Nubes Street, Old River Road, Marlen Street and Lott Street for Hidalgo County Precinct No. 1.**

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ **52,310.05**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **7** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:  
Account No. \_\_\_\_\_  
Requisition Number \_\_\_\_\_ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and Confirmation by **Hidalgo County Precinct No.1**, as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 1:**

By: *A.C. Cuellar*  
A.C. Cuellar, Commissioner

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 09/27/16 as indicated below and effective as of 27th day of September, 2016.

**THE ENGINEER:  
ARANDA & ASSOCIATES, INC.**

By: *James Aranda*  
James Aranda, R.P.L.S.  
Jorge A Gonzalez, P.E., S.I.T., C.F.M.

**THE OWNER:  
HIDALGO COUNTY**

By: *Ramon Garcia*  
Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/27/16



*Rafael Guajardo Jr.*  
Rafael Guajardo Jr., County Clerk

**LIST OF EXHIBITS**

- Exhibit A – Services to be provided by Owner
- Exhibit B – Services to be provided by Engineer
- Exhibit C – Work Schedule
- Exhibit D-1 – Estimated Man-hour Breakdown

**EXHIBIT A**  
**-SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER**

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

**General:**

The Owner will provide to the Engineer the following:

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

## EXHIBIT "B"

### Generalized Services to be provided by the Engineer

#### A. BASIC ENGINEERING SERVICES

##### **ROADWAY DESIGN CONTROLS**

- 1) Develop Typical Sections- No pavement design will be completed as part of the scope of work. Pavement section will be based on directive from Hidalgo County Pct. No. 1
- 2) Prepare plan and profile sheets as required for the reconstruction.
- 3) Develop plan and profiles for inclusion in sheets.
- 4) Detuning roadway quantities and prepare quantity summary sheet.

##### **MISCELLANEOUS (ROADWAY)**

- 1) Develop Miscellaneous Roadway Details.
- 2) Prepare Title Sheet and Index sheets.
- 3) Calculate project quantities and prepare quantity summary sheet.
- 4) Prepare general notes.
- 5) Prepare list of Standard Drawing to be included in the plans.
- 6) Upon completion of the review of the final plans by Hidalgo County Precinct. No. 1, the ENGINEER shall assemble and furnish signed original (11" x 17") drawings which shall include all applicable standards. The Engineer may sign/seal plans manually or include an electronic signature/seal.
- 7) Coordinate with Pct. 1 and other agencies as necessary.

##### **SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**

- 1) Signing and Pavement Markings are to be shown on roadway P&P sheets as necessary.

##### **CONSTRUCTION SUPPORT**

- 1) Prepare Bid Documents
- 2) Attend and Coordinate Pre-bid Conference
- 3) Evaluate Bids
- 4) Make Award Recommendation
- 5) Assist County with preparation of Contract Documents
- 6) Attend Pre-Construction Conference upon request by County
- 7) Respond to Request for Information (RFI) from Contractor
- 8) Review Pay Requests
- 9) Preparation of Change Orders
- 10) Final Site Visit
- 11) Record Drawings

#### B. FIELD DESIGN SURVEY SERVICES

##### **FIELD SURVEYING**

- 1) Topographic survey of entire project length including:
  - a) Topography of existing roadway and ditch within existing apparent ROW.
  - b) Topography shall include any existing drainage crossings.
  - c) Include flow lines, size and direction of drainage channels/structures
  - d) Include utilities
  - e) Perform one-call (Dig Tess) and identify and locate utilities (within Limits of R.O.W) as flagged/marked by utility companies
  - f) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
  - g) Establish x,y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others. Surveyor to survey nearest manhole/valve invert outside project limits.
  - h) Establish 2 benchmarks for project control.

#### C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

##### **GEOTECHNICAL SERVICES**

- 1) Pavement section design or testing prior to PS&E development
  - a) Material testing during construction

## **EXHIBIT C**

### **-WORK SCHEDULE**

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provided by Aranda & Associates, Inc. in the development of the Project.

PRELIMINARY DESIGN SERVICES:	9/27/2016 - 10/15/2016
FINAL DESIGN SERVICES:	10/16/2016 - 11/4/2016
BID AWARD:	11/8/2016 - 11/29/2016
CONSTRUCTION:	12/13/2016 - 3/31/2016

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an overall outline of Las Nubes St., Lott St., Marlen St., and Old River with the anticipated fee schedule that will be followed as our services are completed. The man-hour breakdown is provided per site location completed in accordance to FEMA application scope of work approval.

<b>Service Description</b>	<b>Fee Schedule Description</b>	<b>Fee</b>
<b>Engineering Design</b>		<b>\$ 52,310.05</b>
	Preliminary Design Services	\$15,693.02
	Final Design Services	\$31,386.03
	At Contract Award	\$5,231.00

**Total Lump Sum Amount - \$52,310.05**

**EXHIBIT D-1  
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN  
LAS NUBES STREET  
FROM HACKBERRY STREET NORTH 407 FEET**

FEE INCREASE JUSTIFICATION (CHECK BOX)				ORIGINAL	PROPOSED	INCREASE
<input type="checkbox"/>	Project Limits Changed - Original limits are from A to B and New limits are from A to C	Length (ft)	407	407	0.00%	
<input type="checkbox"/>	New Location Added - xyz is added as a new improvement location	# Allies	1	1	0.00%	
<input type="checkbox"/>	Improvement Type Changed: Resurfacing has changed to Reconstruction					
<input type="checkbox"/>	Acquisition Services Added:	Eng Fee (\$)	\$3,341.74	\$3,341.74	0.00%	

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
<b>PROJECT CONTROLS</b>													
Develop Project Scope													0
Internal Review						1.0							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, IJCIO 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							1.0						1
<b>QUALITY CONTROL</b>													
QA/QC Reviews 30% Submittal						0.5							0.5
QA/QC Reviews 60% Submittal						0.5							0.5
QA/QC Reviews 100% Submittal						1.0							1
Milestone Review Meetings with PMO (30%, 60%, Final)													0
<b>ENGINEERING DESIGN</b>													
Data Collection / Field Survey													0
Process Field Data								1.0	3.0				4
Review of geotechnical report													0
Develop Project Plans 30%								1.0	3.0				4
Develop Project Plans 60%								1.0	5.0				6
Develop Project Plans 100%						1.0		1.0	5.0				7
Address Review Comments						0.5	0.5		1.0				1.5
Assemble Front End						0.5	0.5					4,200.00	5,200.00
Develop and Assemble Technical Specifications						0.5	0.5						1
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions						1.0							1
Prepare and Issue Addenda						1.0							1
Conduct Bid opening / Check and Tabulate Bids													0
Conduct Meeting for Contract Awards													0
Prepare Construction Award Documents							1.0						1
Pre-Construction Conference							1.0						1
Periodic Site Observations							1.0						1
Contractor Submittal Reviews							2.0						2
Contractor Pay Request Reviews							1.0						1
<b>PROJECT CLOSE-OUT SERVICES</b>													
Construction Closeout							2.0						2
Submit As-Built Plans						1.0	2.0		8.0				11
<b>SUBTOTAL</b>		0	0	0	0	6	14.5	4	25	0	0	4,215.00	57,765.00
Leaded Hourly Rates			\$ 150.00			\$ 175.00	\$ 70.00	\$ 55.00	\$ 60.00				\$ 25.00
Direct Labor			\$ -	\$ -	\$ -	\$ 760.00	\$ 1,015.00	\$ 220.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 105.74
Expenses (Parking, Mileage, Portal, Printing, Copying and Misc Direct Expenses)													\$ 3,341.74
<b>TOTAL ESTIMATE</b>		0	\$ -	\$ -	\$ -	\$ 760.00	\$ 1,015.00	\$ 220.00	\$ 1,250.00	\$ -	\$ -	\$ 105.74	\$ 3,341.74

**EXHIBIT D-1  
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN  
LOTT STREET  
FROM VEY ROAD NORTH 2,636 LF**

**FEE INCREASE JUSTIFICATION (CHECK BOX)**  
 Project Limits Changed - Original limits are from A to B and New limits are from A to C  
 New Location Added - xyz is added as a new improvement location  
 Improvement Type Changed: Resurfacing has changed to Reconstruction  
 Acquisition Services Added:

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	2636	2636	0.00%
# sites	1	1	0.00%
Eng Fee (\$)	\$22,850.20	\$22,850.20	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
<b>PROJECT CONTROLS</b>													
Develop Project Scope													0
Internal Review						1							1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HICID 1)													0
Cost Estimate Preparation per Submittal (50%, 60%, 100%)													0
Monthly Invoicing							4						4
<b>QUALITY CONTROL</b>													
QA/QC Reviews 20% Submittal						4							4
QA/QC Reviews 60% Submittal						4							4
QA/QC Reviews 100% Submittal						4							4
Milestone Review Meetings with FMO (50%, 60%, Final)													0
<b>ENGINEERING DESIGN</b>													
Data Collection / Field Survey							4	7	30				41
Process Field Data								8	20				28
Review of geotechnical report													0
Develop Project Plans 30%							4	8	25				37
Develop Project Plans 60%						4	4	8	30				46
Develop Project Plans 100%						1	0	6	20				35
Address Review Comments									8				16
Assemble Front End						1	8					3,803	12,603
Develop and Assemble Technical Specifications						1	5						6
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions													1
Prepare and Issue Addenda								1					1
Conduct Bid opening / Check and Tabulate Bids													0
Conduct Meeting for Contract Awards													4
Prepare Construction Award Documents							4						4
Pre-Construction Conference							4						4
Periodic Site Observations							16						16
Contractor Submittal Reviews							16						16
Contractor Pay Request Reviews							16						16
<b>PROJECT CLOSE-OUT SERVICES</b>													
Conclusion Closeout								16					16
Submit As-Built Plans						4	8		40				52
<b>SUBTOTAL</b>		0	6	0	0	24	158	53	173	0	0	3,803	267,888
Loaded Hourly Rates			\$ 150.00			\$ 125.00	\$ 70.00	\$ 55.00	\$ 50.00				\$ 23.00
Direct Labor			\$ -	\$ -	\$ -	\$ 3,000.00	\$ 8,960.00	\$ 2,145.00	\$ 8,650.00	\$ -	\$ -	\$ 95.20	\$ 22,850.20
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
<b>TOTAL ESTIMATE</b>		0	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 8,960.00	\$ 2,145.00	\$ 8,650.00	\$ -	\$ -	\$ 95.20	\$ 22,850.20

**EXHIBIT D-1  
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN  
MARLEN STREET  
FROM GERONMO STREET EAST 1,084 LF**

**[[ INCREASE JUSTIFICATION (CHECK BOX) ]]**

Project Limits Changed - Original limits are from A to B and New limits are from A to C

New Location Added - xyz is added as a new improvement location

Improvement Type Change: Resurfacing has changed to Reconstruction

Acquisition Services Added:

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	1084	1084	0.00%
# sites	1	1	0.00%
Est Fee (\$)	\$7,031.19	\$7,031.19	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
<b>PROJECT CONTROLS</b>													
Develop Project Scope													0
Internal Review													1
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCD 1)						1							0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing							2						2
<b>QUALITY CONTROL</b>													
QA/QC Reviews 30% Submittal						2							2
QA/QC Reviews 60% Submittal						2							2
QA/QC Reviews 100% Submittal						2							2
Milestone Review Meetings with PMG (30%, 60%, Final)													0
<b>ENGINEERING DESIGN</b>													
Data Collection / Field Survey							2		4				6
Process Field Data								0.5	0				0.5
Review of geotechnical report													0
Develop Project Plans 30%							1	1	4				6
Develop Project Plans 60%						2	1	1	6				10
Develop Project Plans 100%						1	1	1	6				9
Address Review Comments							1		8				9
Assemble Final End						1	2					0.0476	3.0476
Develop and Assemble Technical Specifications						1	2						3
Prepare Bid Advertisements/Coordinate with Newspaper/Contact potential Bidders							1						1
Addressing Bid Questions							1						1
Prepare and Issue Addenda							1						1
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							1						1
Pre-Construction Conference							2						2
Periodic Site Observations							2						2
Contractor Submittal Reviews							2						2
Contractor Pay Request Reviews							4						4
<b>PROJECT CLOSE-OUT SERVICES</b>													
Construction Closeout							4						4
Submit As-Built Plans							1	3	18				20
<b>SUBTOTAL</b>		0	0	0	0	16	33	6.5	52	0	0	0.0476	105.4476
Leaded Hourly Rates			\$ 150.00			\$ 125.00	\$ 70.00	\$ 45.00	\$ 50.00				\$ 25.00
Direct Labor			\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,100.00	\$ 357.50	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 23.69
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													\$ 7,031.19
<b>TOTAL ESTIMATE</b>		0	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,100.00	\$ 357.50	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 7,031.19

**EXHIBIT D-1  
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN  
OLD RIVER ROAD  
FROM SODERQUEST ROAD EAST 3,684 LF**

**FEE INCREASE JUSTIFICATION (CHECK BOX)**

- Project Limits Changed - Original limits are from A to B and New limits are from A to C
- New Location Added - yet included as a new improvement location
- Improvement Type Changed: Resurfacing has changed to Reconstruction
- Acquisition Services Added:

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	3584	3684	0.00%
# Sites	1	1	0.00%
Est Fee (\$)	\$19,036.92	\$19,036.92	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
<b>PROJECT CONTROLS</b>													
Develop Project Scope													0
Internal Review						3							3
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HICIG 1)													0
Cost Estimate Preparation per Submittal (30%, 60%, 100%)													0
Monthly Invoicing						1	4						5
<b>QUALITY CONTROL</b>													
QA/QC Reviews 30% Submittal						3							3
QA/QC Reviews 60% Submittal						3							3
QA/QC Reviews 100% Submittal						3							3
Milestones Review Meetings with PM/C (30%, 60%, Final)													0
<b>ENGINEERING DESIGN</b>													
Data Collection / Field Survey							2	6	10				18
Process Field Data								6	70				76
Review of geotechnical report													0
Develop Project Plans 30%							1	8	20				29
Develop Project Plans 60%						4	2	8	50				64
Develop Project Plans 100%						1	2	8	25				35
Address Review Comments							4	4	15				23
Assemble Final EIR						1	2					7 6763	5 6763
Develop and Assemble Technical Specifications						1	2						3
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders													0
Addressing Bid Questions							4						4
Prepare and Issue Addenda							4						4
Conduct Bid opening / Check and Tabulate Bids													0
Council Meeting for Contract Awards													0
Prepare Construction Award Documents							2						2
Pre-Construction Conference							4						4
Periodic Site Observations							8						8
Contractor Submittal Reviews							8						8
Contractor Pay Request Reviews							8						8
<b>PROJECT CLOSE-OUT SERVICES</b>													
Construction Closeout							4	4	40				48
Submit As-Built Plans													52
<b>SUBTOTAL</b>		0	0	0	0	24	65	44	160	0	0	2 6763	315 6763
Loaded Hourly Rates		\$ 150.00				\$ 125.00	\$ 70.00	\$ 55.00	\$ 50.00				\$ 25.00
Direct Labor		\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 4,550.00	\$ 2,420.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 64.92
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													\$ 19,036.92
<b>TOTAL ESTIMATE</b>		0	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 4,550.00	\$ 2,420.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 64.92



# CERTIFICATE OF LIABILITY INSURANCE

ARAND-1 OP ID: DC

DATE (MM/DD/YYYY)  
09/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 8321	
	PHONE (AC, No, Ext): 512-330-9836 FAX (AC, No): 512-330-8856 EMAIL ADDRESS: austincerts@anco.com	
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Lloyds Ins. Co.	41262
	INSURER B: Travelers Indemnity Co of Amer	25866
	INSURER C: The Charter Oak Fire Ins. Co.	25816
	INSURER D: Continental Casualty Co.	20443
	INSURER E:	
	INSURER F:	

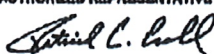
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY BPP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PAGP6189P831COF	02/11/2016	02/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8234P558GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10000		CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UBS408T880	02/11/2016	02/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions		LSH591888839	08/13/2016	08/13/2017	Per Claim 1,000,000 Aggregate 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

<b>CERTIFICATE HOLDER</b>  HIDAE02  Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, TX 78839	<b>CANCELLATION</b>  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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**SPECIAL MEETING - September 27, 2016**

**BE IT REMEMBERED**, that on this 27th day of September A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA

HONORABLE A.C. CUELLAR, JR.

HONORABLE EDUARDO "EDDIE" CANTU

HONORABLE JOE M. FLORES

HONORABLE JOSEPH PALACIOS

HIDALGO COUNTY JUDGE

COMMISSIONER, PRECINCT NO. 1

COMMISSIONER, PRECINCT NO. 2

COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4

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

September 27, 2016



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

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**  
All members of the court were in attendance.
2. **Pledge of Allegiance**  
Judge Garcia led the courtroom in reciting the Pledge of Allegiance.
3. **Prayer**  
Mrs. Virginia Townsend led the courtroom in Prayer.
4. **Approval of Consent Agenda**  
The court approved the consent agenda for the exception of Items.3.K. and 13.J. to be further discussed.
5. **County Judge's Office:**
  - A. **AI-56543** Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.  
Mr. Michael Leo, County Judge's Office informed that a couple of weeks ago the judge sent out letters to the cities around the area, including Starr County. They held an event to discuss and share ideas to set a goal.  
United Way of South Texas, Executive Director, Thelma Garza petitioned permission from the court to visit all county departments to deliver the united way message.
6. **Sheriff's Office:**
  - A. **AI-56564** Proclamation designating September 2016 as National Suicide Prevention Awareness Month in Hidalgo County
  - B. **AI-56546** National Incident Based Reporting System (NIBRS) Grant (1284):
    1. Authorization and approval for Certification of Revenues for NIBRS grant.
    2. Authorization and approval for Appropriation of funds for NIBRS grant in the amount of \$48,564.00.
  - C. **AI-56497** Jail Commissary (2102):
    1. Approval of certification of revenues as certified by the County Auditor.
    2. Approval of 2016 appropriation of funds into the Jail Commissary account in the amount of \$13,235.60.

2.Final Approval

a.Myrna Subdivision- Pct. 4 (Myrna Salinas) (Seminary Road & Monte Cristo Road)

No. of Lots: 2 Single Family

Flood Zone: X

Drainage: Yes, reconstructed road side ditch.

ETJ: Yes, approved by City of Edinburg

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, OSSF

Paved: Yes

b.La Esperanza Subdivision- Pct. 1 (Taek & Nancy Kim) (Mile 12 North Road & Val Verde Road)

No. of Lots: 146 Single Family

Flood Zone: C

Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.

ETJ: Yes, approved by City of Donna

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply

Paved: Yes

3.Final Approval with Financial Guarantee

a.Anhelito Ranch Subdivision- Pct. 1 (Javier Martinez) (Mile 2 1/2 East Road & Mile 3 North Road)

No. of Lots: 4 Single Family

Flood Zone: C

Drainage: Yes, reconstructed road side ditch.

ETJ: No, Rural Area

Water: Yes, provided by Military Highway Water Supply

Sewer: Yes, Financial Guarantee 3 OSSF(S) (Lot 2 has an existing OSSF)

Paved: Yes

21.

**Purchasing Department:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

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

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

1.Third Party Administration \_\_\_\_\_

a. with agents \_\_\_\_\_

b. without agents \_\_\_\_\_

2. Stop Loss Carrier \_\_\_\_\_

3. Group Term Life Carrier \_\_\_\_\_

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

C. Discussion, consideration and approval of Plan Changes.

D. Discussion, consideration and approval to set Plan Premiums

**B. Pct. 1**

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

**APPROVED**

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

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

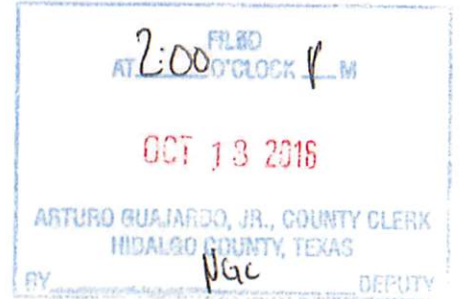
c. Acceptance and approval of a Professional Services Agreement #C-16-351-09-27 with **LeFevre Engineering & Management, Consulting, LLC** for the purposes of "professional engineering services" for: **[FEMA Projects]:** Site 6-Mile 13.5 between (4 West and FM 88, Weslaco, Texas), Site 7-Mile 11 from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

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

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

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

Req. #308633



**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement # C-16-351-09-27**  
**Work Authorization No. 1**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas**. **The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping of Hidalgo County Precinct No.1 as identified in Attachment "A"**. These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$ 19,622.00** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **1** shall be funded through funding source:  
Account No. 6-1280-431-00-121-817-5-721

Requisition Number 308633 (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.


**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1** Commissioner A.C. Cuellar, Jr. as to content and detail of this Work Authorization No. 1.


**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 1**

BY:   
Commissioner A.C. Cuellar, Jr.

**PART 8. ACCEPTANCE AND APPROVAL**

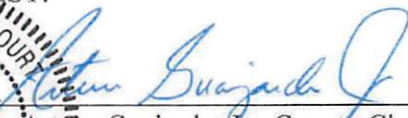
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 09/27/16 as indicated below and effective as of 27th day of Sept., 20 16.

**THE ENGINEER:**  
Le Fevre Engineering & Management Consulting, Inc.

  
By: Richard LeFevre, P.E., Project Eng.

**THE OWNER:**  
HIDALGO COUNTY

  
By: Ramon Garcia, County Judge

**ATTEST:**  
BY:   
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/27/16 

## **LIST OF ATTACHMENTS**

**ATTACHMENT "A" - Service to be provided by the Owner**  
**ATTACHMENT "B" - Services to be provided by the Engineer**  
**ATTACHMENT "C" - Work Schedule**  
**ATTACHMENT "D" - Estimated Cost Proposal**  
**D-1 Fee Breakdown**

**EXHIBIT "A"**  
**Services to be provided by the OWNER**  
**Work Authorization No. 1**  
**FEMA Road & Drainage Project - Pct. No. 1**

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:
  - Public Meetings*
  - (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

**EXHIBIT B**  
**Scope of Services to be provided by the Engineer**  
**Work Authorization No. 1**  
**FEMA Road & Drainage Project – Pct. No. 1**  
PREPARED BY:  
**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas.** The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping

**Contract Amount: \$19,622.00**

**Task 1 – Survey**

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

**Task 2 – Project Orientation and Startup**

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

**Task 3 – Design**

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

**Task 4 – Preliminary Plans and Estimates**

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

**Task 5 – Final Plans and Specifications**

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

**Task 6 – Bidding and Award**

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

### **Task 7 – Construction**

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings (“As-Builts”).

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT  
 EXHIBIT C - Work Schedule  
 Work Authorization No. 1

ID	Task Name	Duration	Start	Finish	September					October					November			
					8/28	9/4	9/11	9/18	9/25	10/2	10/9	10/16	10/23	10/30	11/6	11/13		
1	<b>Project Start Up</b>	7 days	Wed 8/31/16	Thu 9/8/16														
2	Define Scope of Work and Tasks	7 days	Wed 9/14/16	Thu 9/22/16														
3																		
4	<b>Survey</b>	14 days	Fri 9/23/16	Wed 10/12/16														
5	Design Topography	14 days	Fri 9/23/16	Wed 10/12/16														
6																		
7	<b>Preliminary Plans (30% Submittal)</b>	7 days	Thu 10/13/16	Fri 10/21/16														
8	Preliminary Plans and Specifications	7 days	Thu 10/13/16	Fri 10/21/16														
9																		
10	<b>60-90% Submittal of Plans and Specifications</b>	11 days	Mon 10/24/16	Mon 11/7/16														
11	Plans and Specifications	11 days	Mon 10/24/16	Mon 11/7/16														
12																		
13	<b>100% Submittal</b>	7 days	Tue 11/8/16	Wed 11/16/16														
14	Final Plans & Specifications	7 days	Tue 11/8/16	Wed 11/16/16														

Date: Fri 9/23/16

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

Exhibit "D"  
 Cost Proposal  
**Work Authorization No. 1**  
**FEMA Road & Drainage Project - Pct. No. 1**

PREPARED BY:  
**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The County of Hidalgo, Texas, proposes to restore Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping

**Contract Amount: \$19,622.00**

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering	\$17,168.00
Topographic Survey	\$2,454.00
<b>Total</b>	<b>\$19,622.00</b>

\*Construction Material Testing,  
 Geotechnical Engineering to  
 be provided by others

HOURLY FEES

PRINCIPAL	\$245.70/HOUR
PROJECT ENGINEER	\$152.92/HOUR
PROJECT MANAGER	\$138.32/HOUR
DESIGNER/TECHNICIAN	\$ 100.10/HOUR
ADMINISTRATIVE	\$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 91.00/HOUR

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

## EXHIBIT D-1

**LeFEVRE**

ENVIRONMENTAL &  
MANAGEMENT CONSULTING, LLC

Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520  
McAllen, Texas 78504  
Tel. 956.661.8000  
Fax. 956.661.8001

### Professional Engineering Cost Breakdown

Work Authorization No. 1 - FEMA Project)

EXHIBIT D-1

#### LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	\$/Hr
Engineer	152.92	\$/Hr
Project Manager	138.32	\$/Hr
CADD Technician	100.10	\$/Hr
Inspector	91.00	\$/Hr
Administration	39.75	\$/Hr

Project Start Up (Task 2)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
<b>Total</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

Preliminary Plans (Task 4)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	10	4	
Preliminary Specifications		0	1		4	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>10</b>	<b>8</b>	<b>0</b>

Design - Civil, Electrical, Structural Task 3	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	4	19		
Final Design Calculations		0	4			
Final Plan and General Notes		0	4	40	4	
Final Specifications		0	4		4	
<b>Design</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>59</b>	<b>8</b>	<b>0</b>

<b>Final Plans and Specifications Task 5</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>N/A Other</b>
Final Plan and General Notes	1	0	3	10	0	
Final Specifications	1	0	3		4	
<b>Design</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>10</b>	<b>4</b>	<b>0</b>

<b>Construction Phase Engineering Bidding &amp; Award (Task 6)</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>N/A Other</b>
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Construction (Task 7)</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>Inspector</b>
Construction Phase Engineering			2			
Monthly Project Status Meetings			2			
Construction Inspections			2			
<b>Construction Phase Total</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>As Builts (Task 8)</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>N/A Other</b>
Record Drawings			1	10		
Closing of the Project			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>10</b>	<b>0</b>	

Total Hours	3	0	30	79	20	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	16	59	8	0
Preliminary Plans - Phase II	0	0	5	10	8	0
Final Plans and Specs - Phase II	2	0	6	10	4	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$600</b>	<b>\$0</b>	<b>\$5,250</b>	<b>\$6,715</b>	<b>\$1,300</b>	<b>\$0</b>

**CONTRACT TOTAL AMOUNT** \$13,865

<b>Total Hours</b>	<b>0</b>	<b>0</b>	<b>13</b>	<b>12</b>	<b>0</b>	<b>0</b>
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Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	6	0	0	0
AS-Builts (Task )	0	0	3	12	0	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,275</b>	<b>\$1,020</b>	<b>\$0</b>	<b>\$0</b>

<b>Total Construction Phase</b>	<b>\$3,295</b>
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Survey	\$	2,462.00
Design	\$	13,865.00
Inspection		\$0
Construction Phase Engineering		\$3,295
<b>Total Contract</b>	<b>\$</b>	<b>19,622.00</b>

**SPECIAL MEETING - September 27, 2016**

**BE IT REMEMBERED**, that on this 27th day of September A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

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

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

September 27, 2016



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

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the court were in attendance.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

Mrs. Virginia Townsend led the courtroom in Prayer.

4. **Approval of Consent Agenda**

The court approved the consent agenda for the exception of Items.3.K. and 13.J. to be further discussed.

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

A. **AI-56543** Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.

Mr. Michael Leo, County Judge's Office informed that a couple of weeks ago the judge sent out letters to the cities around the area, including Starr County. They held an event to discuss and share ideas to set a goal.

United Way of South Texas, Executive Director, Thelma Garza petitioned permission from the court to visit all county departments to deliver the united way message.

6. **Sheriff's Office:**

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

B. **AI-56546** National Incident Based Reporting System (NIBRS) Grant (1284):

1. Authorization and approval for Certification of Revenues for NIBRS grant.
2. Authorization and approval for Appropriation of funds for NIBRS grant in the amount of \$48,564.00.

C. **AI-56497** Jail Commissary (2102):

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

2.Final Approval

a.Myrna Subdivision- Pct. 4 (Myrna Salinas) (Seminary Road & Monte Cristo Road)

No. of Lots: 2 Single Family

Flood Zone: X

Drainage: Yes, reconstructed road side ditch.

ETJ: Yes, approved by City of Edinburg

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, OSSF

Paved: Yes

b.La Esperanza Subdivision- Pct. 1 (Taek & Nancy Kim) (Mile 12 North Road & Val Verde Road)

No. of Lots: 146 Single Family

Flood Zone: C

Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.

ETJ: Yes, approved by City of Donna

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply

Paved: Yes

3.Final Approval with Financial Guarantee

a.Anhelito Ranch Subdivision- Pct. 1 (Javier Martinez) (Mile 2 1/2 East Road & Mile 3 North Road)

No. of Lots: 4 Single Family

Flood Zone: C

Drainage: Yes, reconstructed road side ditch.

ETJ: No, Rural Area

Water: Yes, provided by Military Highway Water Supply

Sewer: Yes, Financial Guarantee 3 OSSF(S) (Lot 2 has an existing OSSF)

Paved: Yes

21.

**Purchasing Department:**

Notes:

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

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

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

1.Third Party Administration\_\_\_\_\_

a. with agents\_\_\_\_\_

b. without agents\_\_\_\_\_

2. Stop Loss Carrier\_\_\_\_\_

3. Group Term Life Carrier \_\_\_\_\_

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

C. Discussion, consideration and approval of Plan Changes.

D. Discussion, consideration and approval to set Plan Premiums

**B.**

**Pct. 1**

1. **AI-56545**

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

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

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

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

**APPROVED**

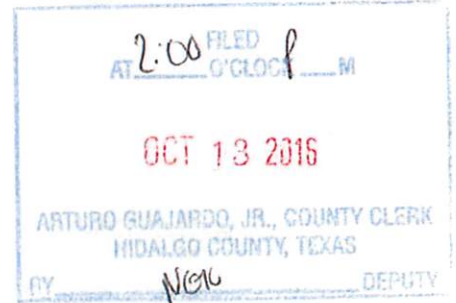
d. Acceptance and approval of **Work Authorization Nos. 1, 2 & 3** (with estimated costs **(\$19,622.00), (\$ 18,224.00) (\$13,780.00)**) as submitted by project engineer, **LeFevre Engineering & Management, Consulting, LLC** for **[FEMA Projects]** as set forth below, in connection to agreement # C-16-351-09-27:

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

2. **AI-56609**

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

Reg. # 308640



**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement # C-16-256-07-26**  
**Work Authorization No. 2**

**WORK AUTHORIZATION NO. 2**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of **McAllen, Texas**, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping of Hidalgo County Precinct No.1 as identified in Attachment "A". These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.**

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$ 18,224.00** This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "C"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 2 shall be funded through funding source:

Account No. 6-1280-431-00-121-818-5-721

Requisition Number 308640 (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1** Commissioner A.C. Cuellar, Jr. as to content and detail of this **Work Authorization No. 2.**

**HIDALGO COUNTY**  
**COMMISSIONER PRECINCT No. 1**

BY: AC Cuellar Jr

Commissioner A.C. Cuellar, Jr.

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 09/27/16 as indicated below and effective as of 27th day of Sept., 20 16.

**THE ENGINEER:**  
Le Fevre Engineering & Management Consulting, Inc.

**THE OWNER:**  
**HIDALGO COUNTY**

Richard LeFevre

By: Richard LeFevre, P.E., Project Eng.

Ramon Garcia

By: Ramon Garcia, County Judge

ATTEST:

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/27/16

Arturo Guajardo Jr  
Arturo Guajardo, Jr., County Clerk



## **LIST OF ATTACHMENTS**

**ATTACHMENT "A" - Service to be provided by the Owner**  
**ATTACHMENT "B" - Services to be provided by the Engineer**  
**ATTACHMENT "C" - Work Schedule**  
**ATTACHMENT "D" - Estimated Cost Proposal**  
**D-1 Fee Breakdown**

**EXHIBIT "A"**  
**Services to be provided by the OWNER**  
**Work Authorization No. 2**  
**FEMA Road & Drainage Project – Pct. No. 1**

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
- (b) Approve date and location of the meeting.
- (c) Review/approve Public Meeting Report.

- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.**
- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.**
- (10) Review and approve the Project design criteria.**
- (11) Review and approve change orders as required and prepared by the ENGINEER.**

## **EXHIBIT B**

Scope of Services to be provided by the Engineer

Work Authorization No. 2

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping**

**Contract Amount: \$18,244.00**

### **Task 1 – Survey**

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

### **Task 2 – Project Orientation and Startup**

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

### **Task 3 – Design**

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

### **Task 4 – Preliminary Plans and Estimates**

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

### **Task 5 – Final Plans and Specifications**

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

### **Task 6 – Bidding and Award**

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and

suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

**Task 7 – Construction**

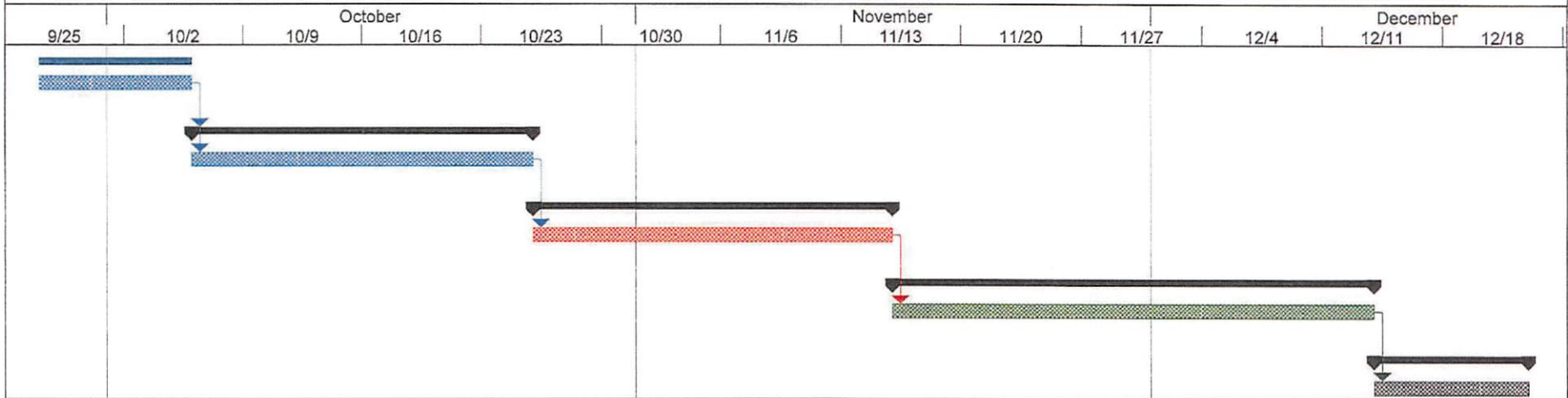
LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings (“As-Builts”).

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT  
EXHIBIT C - Work Schedule  
Work Authorization No. 2

ID	Task Name	Duration	Start	Finish	September			
					8/28	9/4	9/11	9/18
1	Project Start Up	7 days	Wed 8/31/16	Thu 9/8/16	█			
2	Define Scope of Work and Tasks	7 days	Tue 9/27/16	Wed 10/5/16				
3								
4	Survey	14 days	Thu 10/6/16	Tue 10/25/16				
5	Design Topography	14 days	Thu 10/6/16	Tue 10/25/16				
6								
7	Preliminary Plans (30% Submittal)	15 days	Wed 10/26/16	Tue 11/15/16				
8	Preliminary Plans and Specifications	15 days	Wed 10/26/16	Tue 11/15/16				
9								
10	60-90% Submittal of Plans and Specifications	20 days	Wed 11/16/16	Tue 12/13/16				
11	Plans and Specifications	20 days	Wed 11/16/16	Tue 12/13/16				
12								
13	100% Submittal	7 days	Wed 12/14/16	Thu 12/22/16				
14	Final Plans & Specifications	7 days	Wed 12/14/16	Thu 12/22/16				

Date: Fri 9/23/16	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Split	
	External Tasks		Manual Summary			
	External MileTask		Start-only			

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT  
 EXHIBIT C - Work Schedule  
 Work Authorization No. 2



Date: Fri 9/23/16

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

Exhibit "D"  
 Cost Proposal  
**Work Authorization No. 2**  
**FEMA Road & Drainage Project – Pct. No. 1**

PREPARED BY:  
**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The County of Hidalgo, Texas, proposes to restore Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping

**Contract Amount: \$18,224.00**

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering	\$15,765.00
Topographic Survey	\$2,459.00
<b>Total</b>	<b>\$18,244.00</b>

\*Construction Material Testing,  
 Geotechnical Engineering to  
 be provided by others

HOURLY FEES

PRINCIPAL	\$245.70/HOUR
PROJECT ENGINEER	\$152.92/HOUR
PROJECT MANAGER	\$138.32/HOUR
DESIGNER/TECHNICIAN	\$ 100.10/HOUR
ADMINISTRATIVE	\$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 91.00/HOUR

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

## EXHIBIT D1



ENVIRONMENTAL &  
MANAGEMENT CONSULTING, LLC

Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520  
McAllen, Texas 78504  
Tel. 956.661.8000  
Fax. 956.661.8001

### Professional Engineering Cost Breakdown

Work Authorization No. 2 - FEMA Project)

EXHIBIT D-1

#### LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	\$/Hr
Engineer	152.92	\$/Hr
Project Manager	138.32	\$/Hr
CADD Technician	100.10	\$/Hr
Inspector	91.00	\$/Hr
Administration	39.75	\$/Hr

Project Start Up (Task 2)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
<b>Total</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

Preliminary Plans (Task 4)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	14	4	
Preliminary Specifications		0	1		4	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>14</b>	<b>8</b>	<b>0</b>

Design - Civil, Electrical, Structural Task 3	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	3	18		
Final Design Calculations		0	3			
Final Plan and General Notes		0	3	35	4	
Final Specifications		0	3		4	
<b>Design</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>53</b>	<b>8</b>	<b>0</b>

Final Plans and Specifications Task 5	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Final Plan and General Notes	1	0	3	10	0	
Final Specifications	1	0	3		4	
Design	2	0	6	10	4	0

Construction Phase Engineering Bidding & Award (Task 6)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>

Construction (Task 7)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	Inspector
Construction Phase Engineering			1			
Monthly Project Status Meetings			1			
Construction Inspections			1			
<b>Construction Phase Total</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

As Builts (Task 8)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Record Drawings			1	8		
Closing of the Project			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>0</b>	

Total Hours	3	0	26	77	20	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	12	53	8	0
Preliminary Plans - Phase II	0	0	5	14	8	0
Final Plans and Specs - Phase II	2	0	6	10	4	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$600</b>	<b>\$0</b>	<b>\$4,550</b>	<b>\$6,545</b>	<b>\$1,300</b>	<b>\$0</b>

**CONTRACT TOTAL AMOUNT** \$12,995

<b>Total Hours</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>0</b>
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Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	3	0	0	0
AS-Builts (Task )	0	0	3	12	0	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,750</b>	<b>\$1,020</b>	<b>\$0</b>	<b>\$0</b>

<b>Total Construction Phase</b>	<b>\$2,770</b>
---------------------------------	----------------

Survey	\$	2,459.00
Design	\$	12,995.00
Inspection		\$0
Construction Phase Engineering		\$2,770
<b>Total Contract</b>	<b>\$</b>	<b>18,224.00</b>

**SPECIAL MEETING - September 27, 2016**

**BE IT REMEMBERED**, that on this 27th day of September A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA

HIDALGO COUNTY JUDGE

HONORABLE A.C. CUELLAR, JR.

COMMISSIONER, PRECINCT NO. 1

HONORABLE EDUARDO "EDDIE" CANTU

COMMISSIONER, PRECINCT NO. 2

HONORABLE JOE M. FLORES

COMMISSIONER, PRECINCT NO. 3

HONORABLE JOSEPH PALACIOS

COMMISSIONER, PRECINCT NO. 4

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

September 27, 2016



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

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the court were in attendance.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

Mrs. Virginia Townsend led the courtroom in Prayer.

4. **Approval of Consent Agenda**

The court approved the consent agenda for the exception of Items.3.K. and 13.J. to be further discussed.

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

A. **AI-56543** Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.

Mr. Michael Leo, County Judge's Office informed that a couple of weeks ago the judge sent out letters to the cities around the area, including Starr County. They held an event to discuss and share ideas to set a goal.

United Way of South Texas, Executive Director, Thelma Garza petitioned permission from the court to visit all county departments to deliver the united way message.

6. **Sheriff's Office:**

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

B. **AI-56546** National Incident Based Reporting System (NIBRS) Grant (1284):

1. Authorization and approval for Certification of Revenues for NIBRS grant.
2. Authorization and approval for Appropriation of funds for NIBRS grant in the amount of \$48,564.00.

C. **AI-56497** Jail Commissary (2102):

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

2.Final Approval

a.Myrna Subdivision- Pct. 4 (Myrna Salinas) (Seminary Road & Monte Cristo Road)

No. of Lots: 2 Single Family

Flood Zone: X

Drainage: Yes, reconstructed road side ditch.

ETJ: Yes, approved by City of Edinburg

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, OSSF

Paved: Yes

b.La Esperanza Subdivision- Pct. 1 (Taek & Nancy Kim) (Mile 12 North Road & Val Verde Road)

No. of Lots: 146 Single Family

Flood Zone: C

Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.

ETJ: Yes, approved by City of Donna

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply

Paved: Yes

3.Final Approval with Financial Guarantee

a.Anhelito Ranch Subdivision- Pct. 1 (Javier Martinez) (Mile 2 ½ East Road & Mile 3 North Road)

No. of Lots: 4 Single Family

Flood Zone: C

Drainage: Yes, reconstructed road side ditch.

ETJ: No, Rural Area

Water: Yes, provided by Military Highway Water Supply

Sewer: Yes, Financial Guarantee 3 OSSF(S) (Lot 2 has an existing OSSF)

Paved: Yes

21.

**Purchasing Department:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

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

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

1.Third Party Administration\_\_\_\_\_

a. with agents\_\_\_\_\_

b. without agents\_\_\_\_\_

2. Stop Loss Carrier\_\_\_\_\_

3. Group Term Life Carrier \_\_\_\_\_

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

C. Discussion, consideration and approval of Plan Changes.

D. Discussion, consideration and approval to set Plan Premiums

**B. Pct. 1**

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

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

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

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

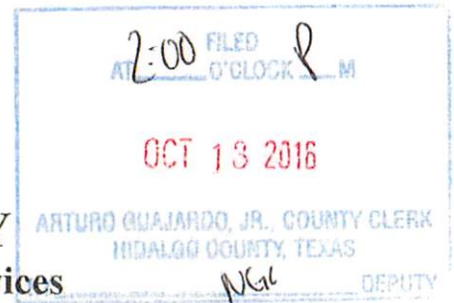
**APPROVED**

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

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

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

Req. # 308642



**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement # C-16-256-07-26**  
**Work Authorization No. 3**

**WORK AUTHORIZATION NO. 3**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "Owner," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of **McAllen, Texas**, hereinafter called "Engineer".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 9, Yvette Circle between FM 1015 and Mile 12 ½ in Weslaco, Texas**. The work shall include restoring the road to pre-event form which includes restoring 2,102 linear feet of road, 24 feet in width, for six inch depth for caliche base, and 2,102 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping of Hidalgo County Precinct **No. 1** as identified in Attachment "A". These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is **\$ 13,780.00**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "C"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Articles 5, 6, & 7** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. **3** shall be funded through funding source:  
Account No. 6-1280-431-00-121-819-5-721

Requisition Number 308642 (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.


**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1** Commissioner A.C. Cuellar, Jr. as to content and detail of this Work Authorization No. 3.

**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 1**

BY:   
Commissioner A.C. Cuellar, Jr.

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 09/27/16 as indicated below and effective as of 27th day of Sept., 2016.

**THE ENGINEER:**  
Le Fevre Engineering & Management  
Consulting, Inc.

**THE OWNER:**  
**HIDALGO COUNTY**

  
By: Richard LeFevre, P.E., Project Eng.

  
By: Ramon Garcia, County Judge

ATTEST:

  
BY: Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/27/16 

## **LIST OF ATTACHMENTS**

**ATTACHMENT "A" - Service to be provided by the Owner**  
**ATTACHMENT "B" - Services to be provided by the Engineer**  
**ATTACHMENT "C" - Work Schedule**  
**ATTACHMENT "D" - Estimated Cost Proposal**  
**D-I Fee Breakdown**

**EXHIBIT "A"**  
**Services to be provided by the OWNER**  
**Work Authorization No. 3**  
**FEMA Road & Drainage Project – Pct. No. 1**

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
- (b) Approve date and location of the meeting.
- (c) Review/approve Public Meeting Report.

- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

## **EXHIBIT B**

### **Scope of Services to be provided by the Engineer**

#### **Work Authorization No. 3**

#### **FEMA Road & Drainage Project – Pct. No. 1**

PREPARED BY:

**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.  
(LEMC)**

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 9, Yvette Circle between FM 1015 and Mile 12 ½ in Weslaco, Texas.** The work shall include restoring the road to pre-event form which includes restoring 2,102 linear feet of road, 24 feet in width, for six inch depth for caliche base, and 2,102 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping

**Contract Amount: \$13,780.00**

#### **Task 1 – Survey**

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

#### **Task 2 – Project Orientation and Startup**

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

#### **Task 3 – Design**

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

#### **Task 4 – Preliminary Plans and Estimates**

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

#### **Task 5 – Final Plans and Specifications**

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

#### **Task 6 – Bidding and Award**

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

attend the bid opening and assist as the County desires.

**Task 7 – Construction**

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings (“As-Builts”).

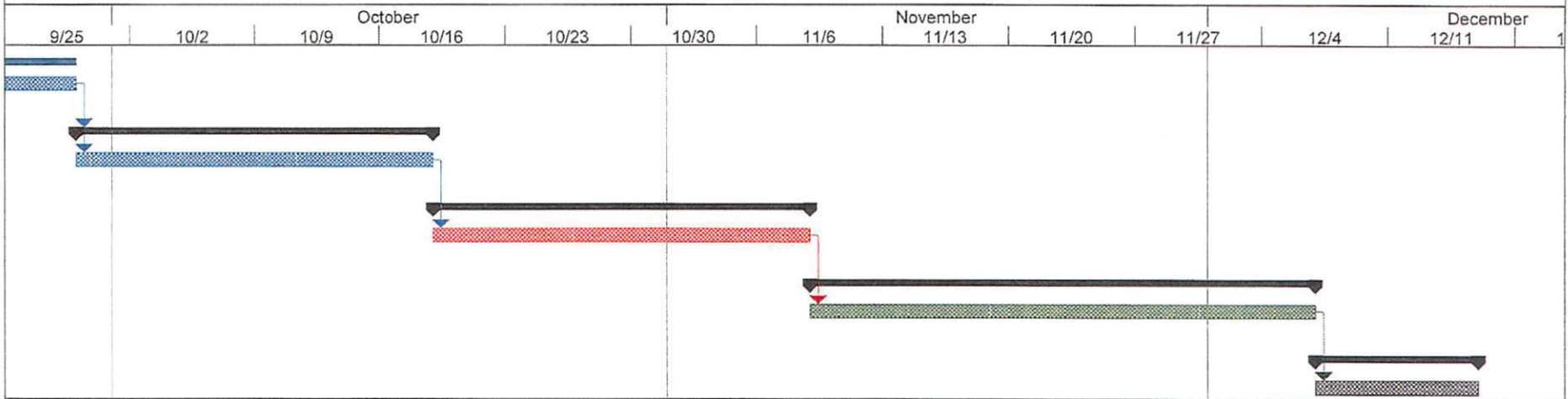
COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT  
 EXHIBIT C - Work Schedule  
 Work Authorization No. 3

ID	Task Name	Duration	Start	Finish	September			
					8/28	9/4	9/11	9/18
1	<b>Project Start Up</b>	7 days	Wed 8/31/16	Thu 9/8/16				
2	Define Scope of Work and Tasks	7 days	Tue 9/20/16	Wed 9/28/16				
3								
4	<b>Survey</b>	14 days	Thu 9/29/16	Tue 10/18/16				
5	Design Topography	14 days	Thu 9/29/16	Tue 10/18/16				
6								
7	<b>Preliminary Plans (30% Submittal)</b>	15 days	Wed 10/19/16	Tue 11/8/16				
8	Preliminary Plans and Specifications	15 days	Wed 10/19/16	Tue 11/8/16				
9								
10	<b>60-90% Submittal of Plans and Specifications</b>	20 days	Wed 11/9/16	Tue 12/6/16				
11	Plans and Specifications	20 days	Wed 11/9/16	Tue 12/6/16				
12								
13	<b>100% Submittal</b>	7 days	Wed 12/7/16	Thu 12/15/16				
14	Final Plans & Specifications	7 days	Wed 12/7/16	Thu 12/15/16				

Date: Fri 9/23/16

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

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT  
 EXHIBIT C - Work Schedule  
 Work Authorization No. 3



Date: Fri 9/23/16

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

Exhibit "D"  
 Cost Proposal  
**Work Authorization No. 3**  
**FEMA Road & Drainage Project - Pct. No. 1**

PREPARED BY:  
**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The County of Hidalgo, Texas, proposes to restore Site No. 9, Yvette Circle between FM 1015 and Mile 12 1/2 in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,102 linear feet of road, 24 feet in width, for six inch depth for caliche base, and 2,102 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping

**Contract Amount: \$13,780.00**

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering	\$11,835.00
Topographic Survey	\$1,945.00
<b>Total</b>	<b>\$13,780.00</b>

\*Construction Material Testing,  
 Geotechnical Engineering to  
 be provided by others

HOURLY FEES

PRINCIPAL	\$245.70/HOUR
PROJECT ENGINEER	\$152.92/HOUR
PROJECT MANAGER	\$138.32/HOUR
DESIGNER/TECHNICIAN	\$ 100.10/HOUR
ADMINISTRATIVE	\$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 91.00/HOUR

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

## EXHIBIT D1

**LeFEVRE**

ENVIRONMENTAL &  
MANAGEMENT CONSULTING, LLC

Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520  
McAllen, Texas 78504  
Tel. 956.661.8000  
Fax. 956.661.8001

### Professional Engineering Cost Breakdown

Work Authorization No. 3 - FEMA Project)

EXHIBIT D-1

#### LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	\$/Hr
Engineer	152.92	\$/Hr
Project Manager	138.32	\$/Hr
CADD Technician	100.10	\$/Hr
Inspector	91.00	\$/Hr
Administration	39.75	\$/Hr

Project Start Up (Task 2)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
<b>Total</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

Preliminary Plans (Task 4)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	8	2	
Preliminary Specifications		0	1		2	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>8</b>	<b>4</b>	<b>0</b>

Design - Civil, Electrical, Structural Task 3	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	2	10		
Final Design Calculations		0	2			
Final Plan and General Notes		0	2	20	2	
Final Specifications		0	2		3	
<b>Design</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>30</b>	<b>5</b>	<b>0</b>

Final Plans and Specifications Task 5	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Final Plan and General Notes	1	0	2	12	0	
Final Specifications	1	0	2		2	
<b>Design</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>2</b>	<b>0</b>

Construction Phase Engineering Bidding & Award (Task 6)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>

Construction (Task 7)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	Inspector
Construction Phase Engineering			1			
Monthly Project Status Meetings			1			
Construction Inspections			1			
<b>Construction Phase Total</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

As Builts (Task 8)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Record Drawings			1			
Closing of the Project			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	

Total Hours	3	0	20	50	11	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	8	30	5	0
Preliminary Plans - Phase II	0	0	5	8	4	0
Final Plans and Specs - Phase II	2	0	4	12	2	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$600</b>	<b>\$0</b>	<b>\$3,500</b>	<b>\$4,250</b>	<b>\$715</b>	<b>\$0</b>

**CONTRACT TOTAL AMOUNT** \$9,065

<b>Total Hours</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>0</b>
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Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	3	0	0	0
AS-Builts (Task )	0	0	3	12	0	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,750</b>	<b>\$1,020</b>	<b>\$0</b>	<b>\$0</b>

<b>Total Construction Phase</b>	<b>\$2,770</b>
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Survey	\$	1,945.00
Design	\$	9,065.00
Inspection		\$0
Construction Phase Engineering		\$2,770
Total Contract	\$	13,780.00

**SPECIAL MEETING - September 27, 2016**

**BE IT REMEMBERED**, that on this 27th day of September A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

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

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

September 27, 2016



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

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the court were in attendance.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

Mrs. Virginia Townsend led the courtroom in Prayer.

4. **Approval of Consent Agenda**

The court approved the consent agenda for the exception of Items.3.K. and 13.J. to be further discussed.

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

A. **AI-56543** Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.

Mr. Michael Leo, County Judge's Office informed that a couple of weeks ago the judge sent out letters to the cities around the area, including Starr County. They held an event to discuss and share ideas to set a goal.

United Way of South Texas, Executive Director, Thelma Garza petitioned permission from the court to visit all county departments to deliver the united way message.

6. **Sheriff's Office:**

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

B. **AI-56546** National Incident Based Reporting System (NIBRS) Grant (1284):

1. Authorization and approval for Certification of Revenues for NIBRS grant.
2. Authorization and approval for Appropriation of funds for NIBRS grant in the amount of \$48,564.00.

C. **AI-56497** Jail Commissary (2102):

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

2.Final Approval

a.Myrna Subdivision- Pct. 4 (Myrna Salinas) (Seminary Road & Monte Cristo Road)

No. of Lots: 2 Single Family

Flood Zone: X

Drainage: Yes, reconstructed road side ditch.

ETJ: Yes, approved by City of Edinburg

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, OSSF

Paved: Yes

b.La Esperanza Subdivision- Pct. 1 (Taek & Nancy Kim) (Mile 12 North Road & Val Verde Road)

No. of Lots: 146 Single Family

Flood Zone: C

Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.

ETJ: Yes, approved by City of Donna

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply

Paved: Yes

3.Final Approval with Financial Guarantee

a.Anhelito Ranch Subdivision- Pct. 1 (Javier Martinez) (Mile 2 1/2 East Road & Mile 3 North Road)

No. of Lots: 4 Single Family

Flood Zone: C

Drainage: Yes, reconstructed road side ditch.

ETJ: No, Rural Area

Water: Yes, provided by Military Highway Water Supply

Sewer: Yes, Financial Guarantee 3 OSSF(S) (Lot 2 has an existing OSSF)

Paved: Yes

21.

**Purchasing Department:**

Notes:

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

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

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

1.Third Party Administration\_\_\_\_\_

a. with agents\_\_\_\_\_

b. without agents\_\_\_\_\_

2. Stop Loss Carrier\_\_\_\_\_

3. Group Term Life Carrier \_\_\_\_\_

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

C. Discussion, consideration and approval of Plan Changes.

D. Discussion, consideration and approval to set Plan Premiums

**B. Pct. 1**

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

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

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

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

**APPROVED**

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

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

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

# Requisition

Req # 00308633

PO #

Date: 10/25/16

Bill To: x  
x

Vendor: 390526  
LEFEVRE ENGINEERING & MANAGEMENT  
CONSULTING, LLC  
612 NOLANA, SUITE 520  
MCALLEN TX 78504

Ship To: HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

Contact: RAUL LOZANO  
956-968-8733

Contract No: C-16-351-09-27

Special Instructions:  
RY134

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	C-16-351-09-27 09/26/17 DO NOT DUPLICATE ORDER CC WORK AUTHORIZATION #1 FOR ENGINEERING SERVICES FOR FEMA DR-4245 SITE NO. 6, MILE 13 1/2 BETWEEN 4 WEST AND FM 88, WESLACO, TX Account No _____ 6-1280-431-00-121-817-5-721  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	19,622.00  <u>Encumbrance</u> 19,622.00  Freight .00  Total	19,622.00         19,622.00

Authorized By: \_\_\_\_\_

# Requisition

Req # 00308640

PO #

Date: 10/25/16

Bill To: x  
x

Vendor: 390526  
LEFEVRE ENGINEERING & MANAGEMENT  
CONSULTING, LLC  
612 NOLANA, SUITE 520  
MCALLEN TX 78504

Ship To: HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

Contact: RAUL LOZANO  
956-968-8733

Contract No: C-16-351-09-27

Special Instructions:  
RY 135

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	C-16-351-09-27 DO NOT DUPLICATE ORDER CC WORK AUTHORIZATION #2 FOR ENGINEERING SERVICES FOR FEMA DR-4245 SITE NO. 7, MILE 11, MERCEDES, TX Account No _____	18,224.00	18,224.00
			Encumbrance	
			Freight	.00
			Total	18,224.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

# Requisition

Req # 00308642

PO #

Date: 10/25/16

Bill To: x  
x

Vendor: 390526  
LEFEVRE ENGINEERING & MANAGEMENT  
CONSULTING, LLC  
612 NOLANA, SUITE 520  
MCALLEN TX 78504

Ship To: HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

Contact: RAUL LOZANO  
956-968-8733

Contract No: C-16-351-09-27

Special Instructions:

RY 136

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	C-16-351-09-27 DO NOT DUPLICATE ORDER CC WORK AUTHORIZATION #3 FOR ENGINEERING SERVICIES FOR FEMA DR-4245 SITE NO. 9, YVETTE CIRCLE BETWEEN FM 1015 AND MILE 12 1/2, WESLACO, TX Account No _____	13,780.00	13,780.00
			<u>Encumbrance</u>	
			Freight	.00
			Total	13,780.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

# Requisition

Req # 00308861

PO #

Date: 10/28/16

Bill To: x  
x

Vendor: 428310  
JIMENEZ ENGINEERING SOLUTIONS, LLC  
INTERNATIONAL COUNSULTING ENGINEERS  
555 N. CARANCAHUA STE 860  
CORPUS CHRISTI TX 78401

Ship To: HIDALGO CO. PCT 1  
1902 Joe Stephens Ave  
WESLACO TX 78596

Contact: RLOZANO  
956-968-8733

Contract No: C-16-257-09-13

Special Instructions:  
RK137

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	WORK AUTHORIZATION NO. 1 FOR ENGINEERING SERVICES FOR VARIOUS FEMA PROJECTS LOCATED WITHIN PRECINCT 1	.00	.00
1.00	EACH	SITE 1 MILE 1 1/2 WEST (BETWEEN MILE 11 NORTH AND MILE 12 NORTH, EDCOUCH, TX)	29,235.48	29,235.48
1.00	EACH	SITE 3 JESUS FLORES ROAD, EDCOUCH, TX	3,427.76	3,427.76
1.00	EACH	SITE 4 ENGLEMAN ROAD (BETWEEN VALDEZ AND FM 2812, EDCOUCH, TX)	4,522.00	4,522.00
1.00	EACH	SITE 5 LAS CUMBRES DRIVE (BETWEEN FM 493 AND ADDRESS 12880, EDCOUCH, TX)	4,845.13	4,845.13
1.00	EACH	SITE 6 MILE 20 NORTH (BETWEEN FM 493 AND MILE 7 WEST, EDCOUCH, TX)	6,281.29	6,281.29
		<u>Account No</u>	<u>Encumbrance</u>	
		6-1280-431-00-121-800-5-721	29,235.48	
		6-1280-431-00-121-802-5-721	3,427.76	
		6-1280-431-00-121-803-5-334	2,822.34	
		6-1280-431-00-121-803-5-339	1,699.66	
		6-1280-431-00-121-805-5-721	4,845.13	
		6-1280-431-00-121-806-5-334	3,865.61	
		6-1280-431-00-121-806-5-339	2,415.68	
			Freight	.00
			Total	48,311.66
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

# HIDALGO COUNTY

## Professional Engineering Services

**CORRECTED Agreement# C-16-351-09-27**

### WORK AUTHORIZATION NO. 2

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

#### **PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the "engineering services" to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to prevent form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping** of Hidalgo County **Precinct No. 1** as identified in Attachment "A". These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.

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

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

#### **PART 2. ESTIMATED COST**

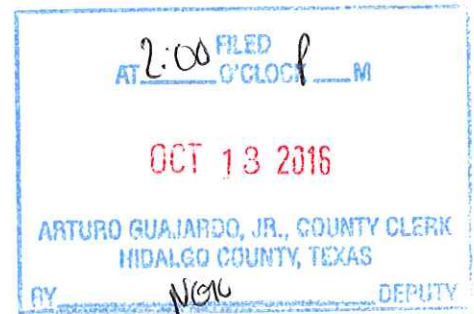
The estimated cost for services under this Work Authorization is **\$ 18,224.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

#### **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 **Articles 5, 6 & 7** of the Agreement.

#### **PART 4. FUNDING**

This Work Authorization No. 2 shall be funded through funding source:



**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement # C-16-256-07-26**  
**Work Authorization No. 2**

**WORK AUTHORIZATION NO. 2**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide Surveying, Plans, Specifications, Bidding Documents, Bid Tab and Recommendations, and project closeout documents for **Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas**. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping of Hidalgo County Precinct No.1 as identified in Attachment "A". These services do not include project inspection and those services shall be provided as additional or special services not included in this work authorization.

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

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

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ 18,224.00 This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "C"**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, & 7 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 2 shall be funded through funding source:

Account No. 6-1280-431-00-121-818-5-721

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1** Commissioner **A.C. Cuellar, Jr.** as to content and detail of this **Work Authorization No. 2.**

**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 1**

BY: AC Cuellar

Commissioner A.C. Cuellar, Jr.

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 09/27/16 as indicated below and effective as of 27th day of Sept., 2016.

**THE ENGINEER:**  
Le Fevre Engineering & Management  
Consulting, Inc.

**THE OWNER:**  
**HIDALGO COUNTY**

Richard LeFevre

By: Richard LeFevre, P.E., Project Eng.

Ramon Garcia

By: Ramon Garcia, County Judge

ATTEST:

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/27/16

Arturo Guajardo Jr  
Arturo Guajardo, Jr., County Clerk



## **LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be provided by the Owner  
ATTACHMENT "B" - Services to be provided by the Engineer  
ATTACHMENT "C" - Work Schedule  
ATTACHMENT "D" - Estimated Cost Proposal  
D-1 Fee Breakdown

**EXHIBIT "A"**  
**Services to be provided by the OWNER**  
**Work Authorization No. 2**  
**FEMA Road & Drainage Project – Pct. No. 1**

The following provides an outline of the services to be provided by the OWNER in the development of the Project.

The OWNER will provide to the ENGINEER the following:

- (1) Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
- (3) Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
- (4) Provide any available relevant data the OWNER may have on file concerning the project.
- (5) Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverables, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the ENGINEER.
- (7) Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
- (b) Approve date and location of the meeting.
- (c) Review/approve Public Meeting Report.

- (8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
- (9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
- (10) Review and approve the Project design criteria.
- (11) Review and approve change orders as required and prepared by the ENGINEER.

## **EXHIBIT B**

Scope of Services to be provided by the Engineer

Work Authorization No. 2

FEMA Road & Drainage Project – Pct. No. 1

PREPARED BY:

**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.  
(LEMC)**

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping**

**Contract Amount: \$18,244.00**

### **Task 1 – Survey**

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

### **Task 2 – Project Orientation and Startup**

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

### **Task 3 – Design**

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

### **Task 4 – Preliminary Plans and Estimates**

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

### **Task 5 – Final Plans and Specifications**

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

### **Task 6 – Bidding and Award**

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and

suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

**Task 7 – Construction**

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings (“As-Builts”).

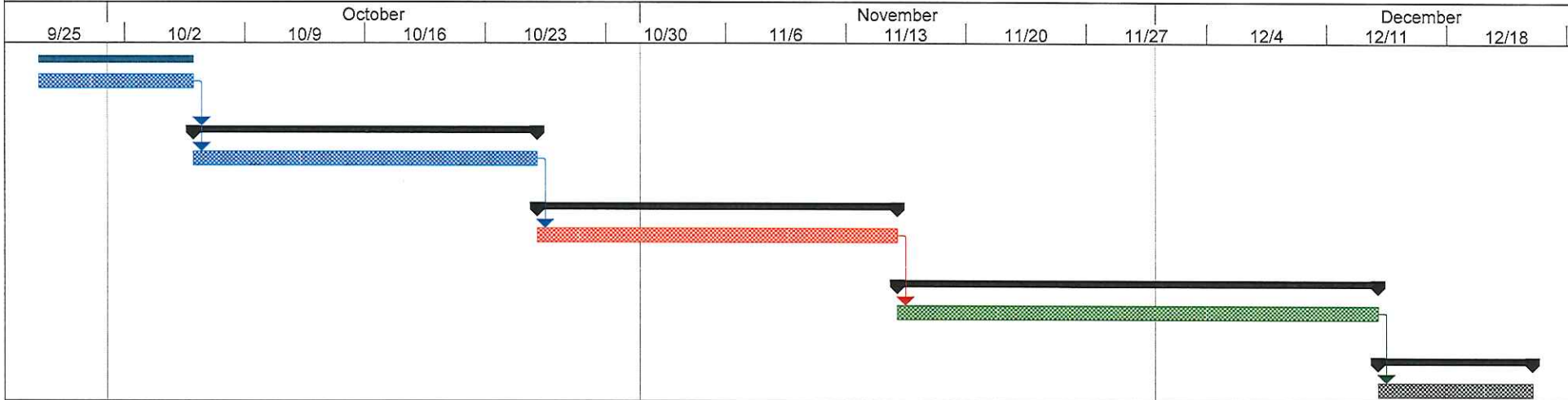
COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT  
 EXHIBIT C - Work Schedule  
 Work Authorization No. 2

ID	Task Name	Duration	Start	Finish	September			
					8/28	9/4	9/11	9/18
1	<b>Project Start Up</b>	7 days	Wed 8/31/16	Thu 9/8/16				
2	Define Scope of Work and Tasks	7 days	Tue 9/27/16	Wed 10/5/16				
3								
4	<b>Survey</b>	14 days	Thu 10/6/16	Tue 10/25/16				
5	Design Topography	14 days	Thu 10/6/16	Tue 10/25/16				
6								
7	<b>Preliminary Plans (30% Submittal)</b>	15 days	Wed 10/26/16	Tue 11/15/16				
8	Preliminary Plans and Specifications	15 days	Wed 10/26/16	Tue 11/15/16				
9								
10	<b>60-90% Submittal of Plans and Specifications</b>	20 days	Wed 11/16/16	Tue 12/13/16				
11	Plans and Specifications	20 days	Wed 11/16/16	Tue 12/13/16				
12								
13	<b>100% Submittal</b>	7 days	Wed 12/14/16	Thu 12/22/16				
14	Final Plans & Specifications	7 days	Wed 12/14/16	Thu 12/22/16				

Date: Fri 9/23/16

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

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT  
 EXHIBIT C - Work Schedule  
 Work Authorization No. 2



Date: Fri 9/23/16	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Split	
	External Tasks		Manual Summary			
	External MileTask		Start-only			

Exhibit "D"  
 Cost Proposal  
**Work Authorization No. 2**  
**FEMA Road & Drainage Project – Pct. No. 1**

PREPARED BY:  
**LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.**  
**(LEMC)**

The County of Hidalgo, Texas, proposes to restore Site No. 7, Mile 11 from Lat 26.21414; Long -97.96007 to Lat 26.21376 to Long -97.96796 in Mercedes, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 26 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 22 feet wide for asphaltic surface to a depth of two inches and signage and striping

**Contract Amount: \$18,224.00**

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering	\$15,765.00
Topographic Survey	\$2,459.00
<b>Total</b>	<b>\$18,244.00</b>

\*Construction Material Testing,  
 Geotechnical Engineering to  
 be provided by others

HOURLY FEES

PRINCIPAL	\$245.70/HOUR
PROJECT ENGINEER	\$152.92/HOUR
PROJECT MANAGER	\$138.32/HOUR
DESIGNER/TECHNICIAN	\$ 100.10/HOUR
ADMINISTRATIVE	\$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	\$ 91.00/HOUR

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

## EXHIBIT D1

**LeFEVRE**

ENVIRONMENTAL &  
MANAGEMENT CONSULTING, LLC

Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520  
McAllen, Texas 78504  
Tel. 956.661.8000  
Fax. 956.661.8001

### Professional Engineering Cost Breakdown

Work Authorization No. 2 - FEMA Project)

EXHIBIT D-1

#### LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	\$/Hr
Engineer	152.92	\$/Hr
Project Manager	138.32	\$/Hr
CADD Technician	100.10	\$/Hr
Inspector	91.00	\$/Hr
Administration	39.75	\$/Hr

Project Start Up (Task 2)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
<b>Total</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

Preliminary Plans (Task 4)	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	14	4	
Preliminary Specifications		0	1		4	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>14</b>	<b>8</b>	<b>0</b>

Design - Civil, Electrical, Structural Task 3	\$200/Hr Principal Engineer	\$165/Hr Project Manager	\$175/Hr Project Engineer	\$85/Hr CADD Technician	\$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	3	18		
Final Design Calculations		0	3			
Final Plan and General Notes		0	3	35	4	
Final Specifications		0	3		4	
<b>Design</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>53</b>	<b>8</b>	<b>0</b>

<b>Final Plans and Specifications Task 5</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>N/A Other</b>
Final Plan and General Notes	1	0	3	10	0	
Final Specifications	1	0	3		4	
<b>Design</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>10</b>	<b>4</b>	<b>0</b>

<b>Construction Phase Engineering Bidding &amp; Award (Task 6)</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>N/A Other</b>
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Construction (Task 7)</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>Inspector</b>
Construction Phase Engineering			1			
Monthly Project Status Meetings			1			
Construction Inspections			1			
<b>Construction Phase Total</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>As Builts (Task 8)</b>	<b>\$200/Hr Principal Engineer</b>	<b>\$165/Hr Project Manager</b>	<b>\$175/Hr Project Engineer</b>	<b>\$85/Hr CADD Technician</b>	<b>\$65/Hr Clerk</b>	<b>N/A Other</b>
Record Drawings			1	8		
Closing of the Project			1			
<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>0</b>	

Total Hours	3	0	26	77	20	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	12	53	8	0
Preliminary Plans - Phase II	0	0	5	14	8	0
Final Plans and Specs - Phase II	2	0	6	10	4	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$600</b>	<b>\$0</b>	<b>\$4,550</b>	<b>\$6,545</b>	<b>\$1,300</b>	<b>\$0</b>

**CONTRACT TOTAL AMOUNT** **\$12,995**

<b>Total Hours</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>0</b>
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Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	3	0	0	0
AS-Builts (Task )	0	0	3	12	0	0
Amount Per Hour	\$200	\$165	\$175	\$85	\$65	40
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,750</b>	<b>\$1,020</b>	<b>\$0</b>	<b>\$0</b>

<b>Total Construction Phase</b>	<b>\$2,770</b>
---------------------------------	----------------

Survey	\$	2,459.00
Design	\$	12,995.00
Inspection		\$0
Construction Phase Engineering		\$2,770
<b>Total Contract</b>	<b>\$</b>	<b>18,224.00</b>

**SPECIAL MEETING - September 27, 2016**

**BE IT REMEMBERED, that on this 27th day of September A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

HONORABLE RAMON GARCIA

HIDALGO COUNTY JUDGE

HONORABLE A.C. CUELLAR, JR.

COMMISSIONER, PRECINCT NO. 1

HONORABLE EDUARDO "EDDIE" CANTU

COMMISSIONER, PRECINCT NO. 2

HONORABLE JOE M. FLORES

COMMISSIONER, PRECINCT NO. 3

HONORABLE JOSEPH PALACIOS

COMMISSIONER, PRECINCT NO. 4

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



**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT MEETING**  
**September 27, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**1. Roll Call**

All members of the court were in attendance.

**2. Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

**3. Prayer**

Mrs. Virginia Townsend led the courtroom in Prayer.

**4. Approval of Consent Agenda**

The court approved the consent agenda for the exception of Items.3.K. and 13.J. to be further discussed.

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

**A. AI-56543** Presentation of the United Way of South Texas' Hidalgo County Campaign Kickoff.

Mr. Michael Leo, County Judge's Office informed that a couple of weeks ago the judge sent out letters to the cities around the area, including Starr County. They held an event to discuss and share ideas to set a goal.

United Way of South Texas, Executive Director, Thelma Garza petitioned permission from the court to visit all county departments to deliver the united way message.

**6. Sheriff's Office:**

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

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

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

2.Final Approval

a.Myrna Subdivision- Pct. 4 (Myrna Salinas) (Seminary Road & Monte Cristo Road)

No. of Lots: 2 Single Family

Flood Zone: X

Drainage: Yes, reconstructed road side ditch.

ETJ: Yes, approved by City of Edinburg

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, OSSF

Paved: Yes

b.La Esperanza Subdivision- Pct. 1 (Taek & Nancy Kim) (Mile 12 North Road & Val Verde Road)

No. of Lots: 146 Single Family

Flood Zone: C

Drainage: Yes, Storm Drainage Pipe System & Drainage Ditch widening.

ETJ: Yes, approved by City of Donna

Water: Yes, provided by North Alamo Water Supply

Sewer: Yes, Sanitary Sewer provided by North Alamo Water Supply

Paved: Yes

3.Final Approval with Financial Guarantee

a.Anhelito Ranch Subdivision- Pct. 1 (Javier Martinez) (Mile 2 1/2 East Road & Mile 3 North Road)

No. of Lots: 4 Single Family

Flood Zone: C

Drainage: Yes, reconstructed road side ditch.

ETJ: No, Rural Area

Water: Yes, provided by Military Highway Water Supply

Sewer: Yes, Financial Guarantee 3 OSSF(S) (Lot 2 has an existing OSSF)

Paved: Yes

21.

**Purchasing Department:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

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

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

1.Third Party Administration\_\_\_\_\_

a. with agents\_\_\_\_\_

b. without agents\_\_\_\_\_

2. Stop Loss Carrier\_\_\_\_\_

3. Group Term Life Carrier \_\_\_\_\_

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

C. Discussion, consideration and approval of Plan Changes.

D. Discussion, consideration and approval to set Plan Premiums

**B. Pct. 1**

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

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

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

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

**APPROVED**

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

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

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

AI-57074

Purchasing Department 21. B. 2.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

A. Recommendation by project engineer, LeFevre Engineering & Management Consulting, LLC, to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295 and SAM.gov , for the following four (4) FEMA projects as listed:

	PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
1	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 East Road	2016-362-10-19	Asago Construction	\$164,927.97
2	Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements - Mile 2 1/2 East Road	2016-363-10-19	Asago Construction	\$234,213.30
3	Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Mile 4 North	2016-364-10-19	Asago Construction	\$143,045.30
4	Hidalgo County Precinct No. 1 FEMA Road Drainage Improvements - Mile 8 North Road	2016-361-10-19	Asago Construction	\$168,377.57

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

**BACKGROUND**

PA-06-TX-4223-PW01362

Period of Performance: 03/08/2016 to 11/29/2016

CC 03/22/16 AI-53764 Approval To Submit PW

CC 05/17/16 AI-54597 Approval To Accept PW

Mile 8 North Rd Site 8 of 12 - Program# 808  
Mile 2 East Rd Site 10 of 12 - Program# 810  
Mile 2 ½ East Rd Site 11 of 12 - Program# 811  
Mile 4 North Site 12 of 12 - Program# 812

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**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1280-431-00-121-808-5-721

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

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1280-431-00-121-812-5-721

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

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1280-431-00-121-810-5-721

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

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

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016-

**ACCT. #:** 6-1280-431-00-121-811-5-721

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

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

**BUDGETARY IMPACT:**

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**Attachments**

Mile 2 East Rd  
Mile 2 1/2 East Road  
Mile 8 North Road  
Mile 4 North Road

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**Form Review**

**Inbox**

Purchasing Department

Budget & Management

Final Approval

Form Started By: Tanya Delira

Final Approval Date: 10/28/2016

**Reviewed By**

Marty Salazar

Veronica Ortiz

Monica Badillo

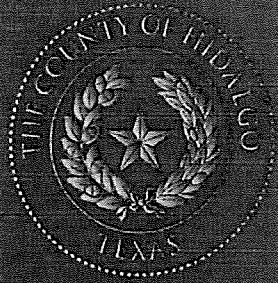
**Date**

10/27/2016 02:20 PM

10/27/2016 02:26 PM

10/28/2016 02:37 PM

Started On: 10/26/2016 03:58 PM



# A.C. CUELLAR JR.

COMMISSIONER PRECINCT 1

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HIDALGO COUNTY PCT. 1  
1902 JOE STEPHENS, STE. 101  
WESLACO, TEXAS 78599

PH:956.968.8733  
FAX:956.969.1417

October 26, 2016

Hidalgo County Purchasing Department  
Attn: Martha Salazar, Purchasing Agent  
2802 S. Business Hwy. 281  
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 1 – FEMA Road Drainage  
Improvements – Mile 2 East Road

Dear Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with recommendation submitted by LeFevre Engineering & Management Consulting, LLC. Please proceed with submitting to County Commissioners' Court for the approval of the construction contract.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "AC Cuellar Jr.", is written over the signature line.

A.C. Cuellar, Jr.  
Commissioner Precinct No. 1

October 21, 2016

Comm. A.C. Cuellar, Jr.  
Hidalgo County Precinct No. 1  
1902 Joe Stephens, Ste. 101  
Weslaco, Texas 78596

**Re: Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 2 East Road  
LEMC No. 195**

Dear Commissioner Cuellar:

On Wednesday, October 19, 2016, bids were received and opened for FEMA Road Drainage Improvements Project – Mile 2 East Road located in Hidalgo County, Texas. A total of nine (9) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

After the review of the Bid Tabulations, LeFevre Engineering & Management Consulting, LLC confirmed that Asago Construction was the lowest bidder for the Base Bid in the amount of **\$164,927.97**. In review of the tabulated items and provided information, LEMC recommends, **Asago Construction** in the amount of **\$164,927.97**.

It has been LEMC's pleasure to work with Hidalgo County Precinct No. 1 on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,



Richard LeFevre, PE  
President



612 Nanna, Suite 520  
McAllen, Texas 78504  
Tel. 956.687.5332  
Fax. 956.687.5363

Civil Engineering  
Environmental Engineering  
Planning  
Project Management

Texas Registered Engineering Firm F-11722

FINAL BID TABULATION  
FEMA Road Improvements  
Hidalgo County Precinct No. 1 - Mile 2 East Road

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		BIDDER #6		BIDDER #7		BIDDER #8		BIDDER #9	
				PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE
<b>BASE BID - FEMA Road Improvements - Mile 2 East Road</b>																					
1-1	Modification, Bonds and Insurance (not to exceed 5% of Total Bid) and provide Traffic Control Firm signed and sealed by a professional engineer licensed in Texas	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 3,820.00	\$ 3,820.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
1-2	Excavate and haul away for reclamation 2'-inch deep Asphalt wear surface and 4'-inches of Caliche base. Note: base is 4' below road base surface. Treat subgrade to achieve proposed sub base.	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,920.00	\$ 3,920.00	\$ 6,000.00	\$ 6,000.00	\$ 3,200.00	\$ 3,200.00	\$ 5,500.00	\$ 5,500.00
1-3	Initial Bixtal (Geogrid #1000 material over Sub Base	9,866	SY	\$ 1.00	\$ 9,866.00	\$ 3.75	\$ 36,980.00	\$ 6.75	\$ 66,528.00	\$ 3.00	\$ 29,580.00	\$ 5.25	\$ 51,744.00	\$ 2.24	\$ 22,077.44	\$ 5.00	\$ 49,280.00	\$ 5.84	\$ 57,559.04	\$ 1.20	\$ 11,827.20
1-4	Furnish and Install 6-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) feet wider than the (2) feet wider on each side of the road) to provide a stable shoulder.	9,866	SY	\$ 1.25	\$ 12,332.50	\$ 1.35	\$ 13,309.50	\$ 1.25	\$ 12,320.00	\$ 3.00	\$ 29,580.00	\$ 2.25	\$ 22,176.00	\$ 1.88	\$ 18,558.08	\$ 1.50	\$ 14,794.00	\$ 2.45	\$ 24,147.20	\$ 6.00	\$ 59,184.00
1-5	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphalt wear surface. Caliche Base surface.	9,866	SY	\$ 4.25	\$ 41,889.00	\$ 3.50	\$ 34,466.00	\$ 5.25	\$ 51,744.00	\$ 6.00	\$ 59,184.00	\$ 5.75	\$ 56,872.00	\$ 8.12	\$ 80,030.72	\$ 6.00	\$ 59,184.00	\$ 5.58	\$ 54,986.48	\$ 8.80	\$ 84,781.60
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.	9,866	SY	\$ 1.75	\$ 17,248.00	\$ 1.22	\$ 12,039.32	\$ 0.75	\$ 7,392.00	\$ 1.85	\$ 18,233.60	\$ 1.50	\$ 14,794.00	\$ 2.80	\$ 27,596.80	\$ 3.00	\$ 29,580.00	\$ 2.72	\$ 26,888.32	\$ 0.90	\$ 8,879.40
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphalt wear surface. Caliche Base surface.	9,866	SY	\$ 8.213.33	\$ 81,189.00	\$ 1.00	\$ 9,866.00	\$ 0.50	\$ 4,933.00	\$ 0.85	\$ 8,384.10	\$ 1.00	\$ 9,866.00	\$ 2.23	\$ 21,997.26	\$ 1.01	\$ 9,965.01	\$ 0.80	\$ 7,892.80	\$ 1.85	\$ 18,138.90
1-8	Furnish, Install and Roll a 2-inch deep HMA/C Type "D" Asphalt wear surface. Upgrade Roadside Ditches	8,213.33	SY	\$ 7.50	\$ 61,599.98	\$ 10.25	\$ 84,186.83	\$ 9.00	\$ 73,919.97	\$ 9.18	\$ 75,151.97	\$ 10.00	\$ 82,133.00	\$ 8.95	\$ 73,508.30	\$ 8.45	\$ 69,402.04	\$ 13.10	\$ 107,584.42	\$ 11.20	\$ 91,989.30
1-10	Final pavement marking and lines.	7,392	LF	\$ 0.50	\$ 3,696.00	\$ 2.00	\$ 14,784.00	\$ 1.75	\$ 12,935.00	\$ 2.00	\$ 14,784.00	\$ 1.00	\$ 7,392.00	\$ 1.68	\$ 12,418.56	\$ 1.80	\$ 13,305.60	\$ 1.50	\$ 11,085.00	\$ 4.00	\$ 29,580.00
<b>FEMA Road Improvements - Mile 2 East - GRAND TOTAL:</b>				<b>\$ 164,927.97</b>	<b>\$ 164,927.97</b>	<b>\$ 223,222.15</b>	<b>\$ 223,222.15</b>	<b>\$ 239,106.63</b>	<b>\$ 239,106.63</b>	<b>\$ 250,582.90</b>	<b>\$ 250,582.90</b>	<b>\$ 258,810.63</b>	<b>\$ 258,810.63</b>	<b>\$ 286,642.09</b>	<b>\$ 286,642.09</b>	<b>\$ 275,182.37</b>	<b>\$ 275,182.37</b>	<b>\$ 310,187.79</b>	<b>\$ 310,187.79</b>	<b>\$ 316,257.82</b>	<b>\$ 316,257.82</b>
* Mathematical Error																					

Zimbra

tanya.delira@co.hidalgo.tx.us

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**Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements**

---

**From :** Hector Moreno <hector@lefevregroup.net>  
**Subject :** Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements

Fri, Oct 21, 2016 10:42 AM

 9 attachments

**To :** 'Katia Garcia' <katia.garcia@co.hidalgo.tx.us>, 'Raul Lozano' <raul.lozano@co.hidalgo.tx.us>

**Cc :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>, richard@lefevregroup.net, 'Emigdio Salinas' <milo@lefevregroup.net>, 'Tanya. Delira' <tanya.delira@co.hidalgo.tx.us>, 'Sandy Suarez' <sandy.suarez@co.hidalgo.tx.us>, 'Sandra Montalvo' <sandra.montalvo@co.hidalgo.tx.us>

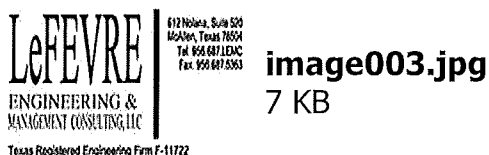
Katia,

Please see attachments of final bid tabulation and letter of recommendation for the following four (4) FEMA Road Drainage Improvements Projects:

1. Mile 8 North
2. Mile 4 North
3. Mile 2 East
4. Mile 2 ½ East

If you have any questions, please feel free to contact our office.

Thank you,  
Hector Moreno




 **P195 Mile 8 North Bid Tab.pdf**  
99 KB

 **Letter of Recommendation- Mile 8 North.pdf**  
157 KB

 **P195 Mile 4 North Bid Tab.pdf**  
99 KB

 **Letter of Recommendation- Mile 4 North.pdf**  
157 KB

 **Letter of Recommendation- Mile 2.5 East.pdf**  
158 KB

 **P195 Mile 2.5 East Bid Tab.pdf**  
95 KB

 **P195 Mile 2 East Bid Tab.pdf**  
96 KB

 **Letter of Recommendation- Mile 2 East.pdf**  
157 KB

---

Zimbra

sandy.suarez@co.hidalgo.tx.us

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**Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**

---

**From :** Raul Iglesias <asago@rgv.rr.com>

Wed, Oct 26, 2016 03:17 PM

**Subject :** Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**To :** Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Ms. Suarez,

I have completed the [Sam.gov](#) registration, see below DNB number. I am supposed to receive another email once registration has been approved.

Duns#  
Asago LLC  
087581208

Best regards,

Raul Iglesias

Asago Construction  
2112 S. Shary Rd. # 17  
Mission, TX 78572  
956-279-9787 mob  
956-607-0741 off  
956-585-7040 fx  
[raul@asagoconstruction.com](mailto:raul@asagoconstruction.com)  
[www.asagoconstruction.com](http://www.asagoconstruction.com)

On Oct 26, 2016, at 1:36 PM, Sandy Suarez <[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)> wrote:

Good Afternoon,

In regards to the above referenced project. We would like to present the Recommendation to Award to your company on the next Commissioner's Court meeting and information is needed as soon as possible, but by no later than tomorrow morning.

Please register with the [Sam.gov](#) website. Please be aware that this is a Free registration and is a requirement for this project. Please see the attach form with instructions and the link. Once you have registered, please provide the DUNS number to me.

I also need a Form 1295 for my project the "Mile 2 East Road(between 4254 and Mile 4 North, Mercedes TX). I am not sure if the girls have requested theirs or not, but please be aware that will also need their individual forms for their projects..

Your prompt attention to this two requests, is greatly appreciated.

Any questions and/or concerns, please contact me at any time.  
Thank you.

--

Respectfully,  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy. 281  
Edinburg, TX. 78539

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-129504

Date Filed:  
10/27/2016

Date Acknowledged:

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

Asago, LLC  
Mission, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 1

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2016-362-10-19-SGS  
FEMA Road Drainage Improvements - Mile 2 East Road (Between Address 4254 and Mile 4 North, Mercedes, Texas)

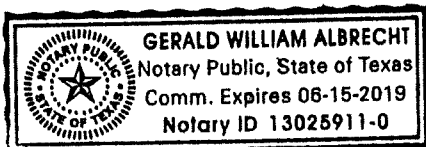
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Raul Iglesias Villarreal*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raul Iglesias Villarreal, this the 27<sup>th</sup> day of October, 2016, to certify which, witness my hand and seal of office.

Gerald William Albrecht Gerald William Albrecht Notary  
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

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

Asago, LLC  
 Mission, TX United States

Certificate Number:  
 2016-129504

Date Filed:  
 10/27/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Precinct No. 1

Date Acknowledged:  
 10/27/2016

**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.**

2016-362-10-19-SGS  
 FEMA Road Drainage Improvements - Mile 2 East Road (Between Address 4254 and Mile 4 North, Mercedes, Texas)

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.**

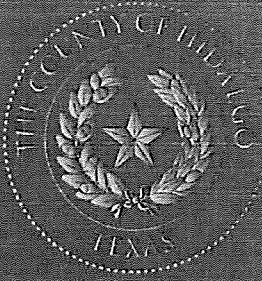
**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath



HIDALGO COUNTY PCT. 1  
1902 JOE STEPHENS, STE. 101  
WESLACO, TEXAS 78599

PH:956.968.8733  
FAX:956.969.1417

# A.C. CUELLAR JR.

COMMISSIONER PRECINCT 1

---

October 26, 2016

Hidalgo County Purchasing Department  
Attn: Martha Salazar, Purchasing Agent  
2802 S. Business Hwy. 281  
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 1 – FEMA Road Drainage  
Improvements – Mile 2 ½ East Road

Dear Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with recommendation submitted by LeFevre Engineering & Management Consulting, LLC. Please proceed with submitting to County Commissioners' Court for the approval of the construction contract.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

A.C. Cuellar, Jr.  
Commissioner Precinct No. 1

October 21, 2016

Comm. A.C. Cuellar, Jr.  
Hidalgo County Precinct No. 1  
1902 Joe Stephens, Ste. 101  
Weslaco, Texas 78596

**Re: Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 2 ½ East Road  
LEMC No. 195**

Dear Commissioner Cuellar:

On Wednesday, October 19, 2016, bids were received and opened for FEMA Road Drainage Improvements Project – Mile 2 ½ East Road located in Hidalgo County, Texas. A total of nine (9) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

After the review of the Bid Tabulations, LeFevre Engineering & Management Consulting, LLC confirmed that Asago Construction was the lowest bidder for the Base Bid in the amount of **\$234,213.30**. In review of the tabulated items and provided information, LEMC recommends, **Asago Construction** in the amount of **\$234,213.30**.

It has been LEMC's pleasure to work with Hidalgo County Precinct No. 1 on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,



Richard LeFevre, PE  
President



612 N. Main, Suite 520  
Mckinney, Texas 75069  
Tel. 956.897.5392  
Fax. 956.897.5393

Civil Engineering  
Environmental Engineering  
Planning  
Project Management

Texas Registered Engineering Firm F-11722

FINAL BID TABULATION  
FEMA Road Improvements  
Hidalgo County Precinct No. 1 - Mile 2 1/2 East Road

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1 PRICE	BIDDER #2 PRICE	BIDDER #3 PRICE	BIDDER #4 PRICE	BIDDER #5 PRICE	BIDDER #6 PRICE	BIDDER #7 PRICE	BIDDER #8 PRICE	BIDDER #9 PRICE
BASE BID - FEMA Road Improvements - Mile 2 1/2 East Road												
1-1	Mobilization, Bonds and Insurance (not to exceed 5% of Total Bid) and project Traffic Control Plans signed and sealed by a professional engineer licensed in Texas	1	LS	3,000.00	7,000.00	7,000.00	10,000.00	10,000.00	10,500.00	10,500.00	10,500.00	12,000.00
1-2	Excavate and haul away for reclamation 2-1/2 inch deep Asphalt wear surface and 4-1/2 inch deep Caliche Base, Note: Base is 4 feet wider than wear surface. 18K compact to achieve proposed sub base.	1	LS	3,000.00	3,500.00	3,500.00	5,000.00	5,000.00	3,500.00	3,500.00	3,920.00	5,000.00
1-3	Install, Blasted Geogrid #1209 material over Sub Base	14,080	SY	1.00	14,080.00	52,800.00	69,892.00	69,892.00	3.00	42,240.00	2.24	89,974.20
1-4	Furnish and Install 8-inch deep compacted Caliche Base course. Note: this Base Caliche is Four (4) Feet wider than the curb on both sides of the road to provide a stable shoulder.	14,080	SY	4.25	59,840.00	49,280.00	77,440.00	77,440.00	6.00	84,480.00	8.12	114,329.60
1-5	Furnish and Apply a Prime Coat (PC-30) to the Caliche Base material.	14,080	SY	1.75	24,640.00	18,985.60	22,998.00	22,998.00	1.85	26,046.00	2.80	39,424.00
1-6	Furnish, Install and Roll a 2-inch deep HMA/C Type IV Asphalt wear surface.	11,733.33	SY	7.50	87,999.98	120,268.63	105,599.97	105,599.97	8.15	107,369.97	8.95	105,013.20
1-7	Install pavement marking and lines.	11,733.33	SY	0.80	7,240.00	7,828.66	4,893.33	4,893.33	0.75	8,880.00	1.01	11,850.66
1-10	Regrade Roadside Ditches	10,560	LF	0.50	5,280.00	21,120.00	19,536.00	19,536.00	2.00	21,120.00	1.89	17,740.20
FEMA Road Improvements - Mile 2 1/2 East - GRAND TOTAL:				234,213.30	317,960.23	355,090.63	356,261.30	377,557.29	379,331.97	425,542.89	449,627.97	451,592.62

Mathematical Error

Zimbra

tanya.delira@co.hidalgo.tx.us

---

**Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements**

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**From :** Hector Moreno <hector@lefevregroup.net>  
**Subject :** Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements

Fri, Oct 21, 2016 10:42 AM

📎 9 attachments

**To :** 'Katia Garcia' <katia.garcia@co.hidalgo.tx.us>, 'Raul Lozano' <raul.lozano@co.hidalgo.tx.us>

**Cc :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>, richard@lefevregroup.net, 'Emigdio Salinas' <milo@lefevregroup.net>, 'Tanya. Delira' <tanya.delira@co.hidalgo.tx.us>, 'Sandy Suarez' <sandy.suarez@co.hidalgo.tx.us>, 'Sandra Montalvo' <sandra.montalvo@co.hidalgo.tx.us>

Katia,

Please see attachments of final bid tabulation and letter of recommendation for the following four (4) FEMA Road Drainage Improvements Projects:

1. Mile 8 North
2. Mile 4 North
3. Mile 2 East
4. Mile 2 ½ East

If you have any questions, please feel free to contact our office.

Thank you,  
Hector Moreno

**LeFEVRE**  
ENGINEERING &  
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520  
McAllen, Texas 78504  
Tel: 956.687.1500  
Fax: 956.687.5363

Texas Registered Engineering Firm F-11722

---

**LeFEVRE**  
ENGINEERING &  
MANAGEMENT CONSULTING, LLC

617 Nolana, Suite 520  
McAllen, Texas 78504  
Tel: 956.687.1500  
Fax: 956.687.5363

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**P195 Mile 8 North Bid Tab.pdf**  
99 KB


 **Letter of Recommendation- Mile 8 North.pdf**  
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 **P195 Mile 4 North Bid Tab.pdf**  
99 KB

 **Letter of Recommendation- Mile 4 North.pdf**  
157 KB

 **Letter of Recommendation- Mile 2.5 East.pdf**  
158 KB

 **P195 Mile 2.5 East Bid Tab.pdf**  
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 **P195 Mile 2 East Bid Tab.pdf**  
96 KB

 **Letter of Recommendation- Mile 2 East.pdf**  
157 KB

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Zimbra

sandy.suarez@co.hidalgo.tx.us

---

**Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**

---

**From :** Raul Iglesias <asago@rgv.rr.com>

Wed, Oct 26, 2016 03:17 PM

**Subject :** Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**To :** Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Ms. Suarez,

I have completed the [Sam.gov](#) registration, see below DNB number. I am supposed to receive another email once registration has been approved.

Duns#  
Asago LLC  
087581208

Best regards,

Raul Iglesias

Asago Construction  
2112 S. Shary Rd. # 17  
Mission, TX 78572  
956-279-9787 mob  
956-607-0741 off  
956-585-7040 fx  
[raul@asagoconstruction.com](mailto:raul@asagoconstruction.com)  
[www.asagoconstruction.com](http://www.asagoconstruction.com)

On Oct 26, 2016, at 1:36 PM, Sandy Suarez <[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)> wrote:

Good Afternoon,

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Your prompt attention to this two requests, is greatly appreciated.

Any questions and/or concerns, please contact me at any time.  
Thank you.

--

Respectfully,  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy. 281  
Edinburg, TX. 78539

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Asago, LLC  
Mission, TX United States

Certificate Number:  
2016-129497

Date Filed:  
10/27/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County Precinct No. 1

Date Acknowledged:

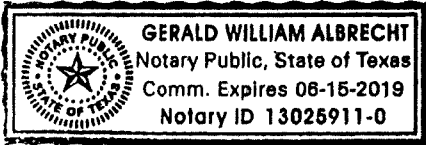
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
2016-363-10-19-TDL  
FEMA Road Drainage Improvements - Mile 2 1/2 East Road (Between Mile 3 North and Mile 4 North, Mercedes, Texas)

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.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Raul Iglesias Villarreal, this the 27<sup>th</sup> day of October, 2016, to certify which, witness my hand and seal of office.

Gerald William Albrecht      Gerald William Albrecht      Notary  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Asago, LLC  
 Mission, TX United States

Certificate Number:  
 2016-129497

Date Filed:  
 10/27/2016

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Hidalgo County Precinct No. 1

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 10/27/2016

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2016-363-10-19-TDL  
 FEMA Road Drainage Improvements - Mile 2 1/2 East Road (Between Mile 3 North and Mile 4 North, Mercedes, Texas)

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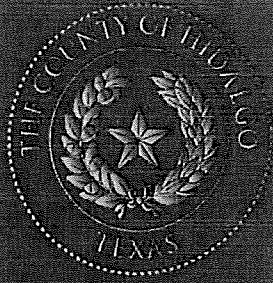
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 Signature of authorized agent of contracting business entity

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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



# A.C. CUELLAR JR.

COMMISSIONER PRECINCT 1

---

HIDALGO COUNTY PCT. 1  
1902 JOE STEPHENS, STE. 101  
WESLACO, TEXAS 78599

PH:956.968.8733  
FAX:956.969.1417

October 26, 2016

Hidalgo County Purchasing Department  
Attn: Martha Salazar, Purchasing Agent  
2802 S. Business Hwy. 281  
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 1 – FEMA Road Drainage  
Improvements - Mile 8 North Road

Dear Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with recommendation submitted by LeFevre Engineering & Management Consulting, LLC. Please proceed with submitting to County Commissioners' Court for the approval of the construction contract.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "A.C. Cuellar, Jr.", is written over a light blue horizontal line.

A.C. Cuellar, Jr.  
Commissioner Precinct No. 1



612 Nedra, Suite 620  
McAllen, Texas 78504  
Tel: 366.897.5304  
Fax: 366.897.5363

Texas Registered Engineering Firm F-11722



ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		BIDDER #6		BIDDER #7	
				PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE
				Asago Construction		RGV Asphalt, LLC		Earthworks Enterprises		G&G Contractors		IOC Company, LLC		Jimmy Clemer & Sons Const.		Diamond Eight Industries, LLC	

**BASE BID - FEMA Road Improvements - Mile 8 North Road**

1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.	1	LS	\$ 3,000.00	\$ 3,000.00	2,000.00	\$ 2,000.00	7,500.00	\$ 7,500.00	3,920.00	\$ 3,920.00	25,000.00	\$ 25,000.00	9,500.00	\$ 9,500.00	5,000.00	\$ 5,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas	1	LS	\$ 3,000.00	\$ 3,000.00	2,000.00	\$ 2,000.00	3,550.00	\$ 3,550.00	3,920.00	\$ 3,920.00	6,000.00	\$ 6,000.00	5,500.00	\$ 5,500.00	3,200.00	\$ 3,200.00
1-3	Exempt and haul away for reclamation 2-inch deep Asphalt wear surface and 4-inches of Caliche base. Note: Base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.	9,856	SY	\$ 1.00	\$ 9,856.00	6.75	\$ 66,528.00	3.00	\$ 29,568.00	2.24	\$ 22,077.44	5.00	\$ 49,280.00	1.20	\$ 11,827.20	5.84	\$ 57,559.04
1-4	Install Bitaxial Geogrid #1200 material over Sub Base	9,856	SY	\$ 1.25	\$ 12,320.00	1.25	\$ 12,320.00	3.00	\$ 29,568.00	1.88	\$ 16,558.08	1.50	\$ 14,784.00	6.00	\$ 59,136.00	3.95	\$ 38,931.20
1-5	Furnish and install 5-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.	9,856	SY	\$ 4.25	\$ 41,888.00	5.25	\$ 51,744.00	6.00	\$ 59,136.00	8.12	\$ 80,030.72	6.00	\$ 59,136.00	8.60	\$ 84,761.60	6.58	\$ 64,852.48
1-6	Furnish and apply a 1.5% Lime Treatment to the Caliche Base Material.	9,856	SY	\$ 1.85	\$ 18,233.60	0.75	\$ 7,392.00	1.85	\$ 18,233.60	2.80	\$ 27,598.80	3.00	\$ 29,568.00	0.90	\$ 8,870.40	1.91	\$ 18,924.96
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL./SY) Asphaltic material on Caliche Base surface.	9,856	SY	\$ 1.00	\$ 9,856.00	0.50	\$ 4,928.00	0.85	\$ 8,381.33	2.23	\$ 21,871.56	0.80	\$ 6,570.66	1.20	\$ 1,182.72	1.60	\$ 1,577.60
1-8	Furnish, Install and Roll a 2-inch deep HMA/C Type "D" Asphalt wear surface.	8,213.33	SY	\$ 7.50	\$ 61,599.98	7.50	\$ 61,599.98	9.15	\$ 75,151.97	8.95	\$ 73,509.30	8.45	\$ 69,402.64	11.20	\$ 91,986.30	13.60	\$ 111,701.29
1-9	Install pavement marking and lines.	8,213.33	SY	\$ 0.80	\$ 6,570.66	0.75	\$ 6,160.00	0.60	\$ 4,928.00	1.01	\$ 8,295.46	0.28	\$ 2,135.47	0.95	\$ 7,802.66	0.76	\$ 6,242.13
1-10	Regrade Roadside Ditches	7,392	LF	\$ 0.50	\$ 3,696.00	1.75	\$ 12,936.00	2.00	\$ 14,784.00	1.88	\$ 12,418.56	1.58	\$ 12,418.56	4.00	\$ 29,568.00	1.50	\$ 11,088.00
<b>FEMA Road Improvements - Mile 8 North - GRAND TOTAL:</b>				<b>\$</b>	<b>168,377.57</b>	<b>\$</b>	<b>226,786.64</b>	<b>\$</b>	<b>249,400.90</b>	<b>\$</b>	<b>266,642.09</b>	<b>\$</b>	<b>274,812.77</b>	<b>\$</b>	<b>318,811.16</b>	<b>\$</b>	<b>330,540.43</b>

Mathematical Error

October 21, 2016

Comm. A.C. Cuellar, Jr.  
Hidalgo County Precinct No. 1  
1902 Joe Stephens, Ste. 101  
Weslaco, Texas 78596

**Re: Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 8 North Road  
LEMC No. 195**

Dear Commissioner Cuellar:

On Wednesday, October 19, 2016, bids were received and opened for FEMA Road Drainage Improvements Project – Mile 8 North Road located in Hidalgo County, Texas. A total of seven (7) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

After the review of the Bid Tabulations, LeFevre Engineering & Management Consulting, LLC confirmed that Asago Construction was the lowest bidder for the Base Bid in the amount of **\$168,377.57**. In review of the tabulated items and provided information, LEMC recommends, **Asago Construction** in the amount of **\$168,377.57**.

It has been LEMC's pleasure to work with Hidalgo County Precinct No. 1 on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,



Richard LeFevre, PE  
President

Zimbra

tanya.delira@co.hidalgo.tx.us

---

**Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements**

---

**From :** Hector Moreno <hector@lefevregroup.net>  
**Subject :** Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements

Fri, Oct 21, 2016 10:42 AM

9 attachments

**To :** 'Katia Garcia' <katia.garcia@co.hidalgo.tx.us>, 'Raul Lozano' <raul.lozano@co.hidalgo.tx.us>

**Cc :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>, richard@lefevregroup.net, 'Emigdio Salinas' <milo@lefevregroup.net>, 'Tanya. Delira' <tanya.delira@co.hidalgo.tx.us>, 'Sandy Suarez' <sandy.suarez@co.hidalgo.tx.us>, 'Sandra Montalvo' <sandra.montalvo@co.hidalgo.tx.us>

Katia,

Please see attachments of final bid tabulation and letter of recommendation for the following four (4) FEMA Road Drainage Improvements Projects:

1. Mile 8 North
2. Mile 4 North
3. Mile 2 East
4. Mile 2 ½ East

If you have any questions, please feel free to contact our office.

Thank you,  
Hector Moreno

**LeFEVRE**  
ENGINEERING &  
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 620  
McAllen, Texas 78504  
Tel. 956.687.1500  
Fax: 956.687.5363

Texas Registered Engineering Firm F-11722

---

**LeFEVRE**  
ENGINEERING &  
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 620  
McAllen, Texas 78504  
Tel. 956.687.1500  
Fax: 956.687.5363

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**P195 Mile 8 North Bid Tab.pdf**  
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 **Letter of Recommendation- Mile 8 North.pdf**  
157 KB

 **P195 Mile 4 North Bid Tab.pdf**  
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 **Letter of Recommendation- Mile 4 North.pdf**  
157 KB

 **Letter of Recommendation- Mile 2.5 East.pdf**  
158 KB

 **P195 Mile 2.5 East Bid Tab.pdf**  
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 **P195 Mile 2 East Bid Tab.pdf**  
96 KB

 **Letter of Recommendation- Mile 2 East.pdf**  
157 KB

---

Zimbra

sandy.suarez@co.hidalgo.tx.us

---

**Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**

---

**From :** Raul Iglesias <asago@rgv.rr.com>

Wed, Oct 26, 2016 03:17 PM

**Subject :** Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**To :** Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Ms. Suarez,

I have completed the [Sam.gov](#) registration, see below DNB number. I am supposed to receive another email once registration has been approved.

Duns#  
Asago LLC  
087581208

Best regards,

Raul Iglesias

Asago Construction  
2112 S. Shary Rd. # 17  
Mission, TX 78572  
956-279-9787 mob  
956-607-0741 off  
956-585-7040 fx  
[raul@asagoconstruction.com](mailto:raul@asagoconstruction.com)  
[www.asagoconstruction.com](http://www.asagoconstruction.com)

On Oct 26, 2016, at 1:36 PM, Sandy Suarez <[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)> wrote:

Good Afternoon,

In regards to the above referenced project. We would like to present the Recommendation to Award to your company on the next Commissioner's Court meeting and information is needed as soon as possible, but by no later than tomorrow morning.

Please register with the [Sam.gov](#) website. Please be aware that this is a Free registration and is a requirement for this project. Please see the attach form with instructions and the link. Once you have registered, please provide the DUNS number to me.

I also need a Form 1295 for my project the "Mile 2 East Road(between 4254 and Mile 4 North, Mercedes TX). I am not sure if the girls have requested theirs or not, but please be aware that will also need their individual forms for their projects..

Your prompt attention to this two requests, is greatly appreciated.

Any questions and/or concerns, please contact me at any time.  
Thank you.

--

Respectfully,  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy. 281  
Edinburg, TX. 78539

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

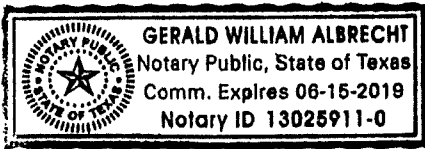
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b> <b>CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Asago, LLC Mission, TX United States	Certificate Number: 2016-129508
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Hidalgo County Precinct No. 1	Date Filed: 10/27/2016
Date Acknowledged:	

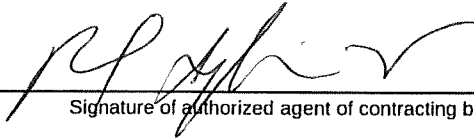
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 2016-361-10-19-YSS  
 FEMA Road Drainage Improvements - Mile 8 North Road (Between Mile 2 East and Address 1267, Mercedes, Texas)

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.**

**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 Raul Iglesias Villarreal, this the 27<sup>th</sup> day of October, 2016, to certify which, witness my hand and seal of office.

Gerald William Albrecht      Gerald William Albrecht      Notary  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Asago, LLC  
Mission, TX United States

Certificate Number:  
2016-129508

Date Filed:  
10/27/2016

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Hidalgo County Precinct No. 1

Date Acknowledged:  
10/27/2016

**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.**  
2016-361-10-19-YSS  
FEMA Road Drainage Improvements - Mile 8 North Road (Between Mile 2 East and Address 1267, Mercedes, Texas)

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.**

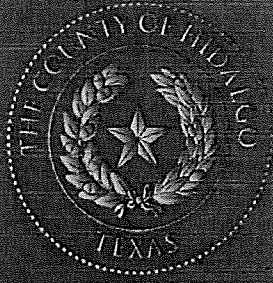
**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
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



# A.C. CUELLAR JR.

COMMISSIONER PRECINCT 1

---

HIDALGO COUNTY PCT. 1  
1902 JOE STEPHENS, STE. 101  
WESLACO, TEXAS 78599

PH:956.968.8733  
FAX:956.969.1417

October 26, 2016

Hidalgo County Purchasing Department  
Attn: Martha Salazar, Purchasing Agent  
2802 S. Business Hwy. 281  
Edinburg, TX 78539

RE: Hidalgo County Precinct No. 1 – FEMA Road Drainage  
Improvements – Mile 4 North Road

Dear Ms. Salazar,

This is to inform you that Hidalgo County Precinct No. 1 is in concurrence with recommendation submitted by LeFevre Engineering & Management Consulting, LLC. Please proceed with submitting to County Commissioners' Court for the approval of the construction contract.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

A.C. Cuellar, Jr.  
Commissioner Precinct No. 1

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		BIDDER #6		BIDDER #7	
				PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE	PRICE	TOTAL PRICE		
				Asajo Construction		Texas Cordia Construction		Earthworks Enterprise		G&G Contractors		IOC Company, LLC		Jimmy/Osner & Sons Const.		Diamond Eight Industries, LLC	

**BASE BID - FEMA Road Improvements - Mile 4 North Road**

1-1	Mobilization, Bonds and Insurance (not to exceed 5% of Total Bid) and Project signage.	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,920.00	\$ 3,920.00	\$ 23,000.00	\$ 23,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00
1-2	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,550.00	\$ 3,550.00	\$ 3,920.00	\$ 3,920.00	\$ 6,000.00	\$ 6,000.00	\$ 4,700.00	\$ 4,700.00	\$ 3,700.00	\$ 3,700.00
1-3	Expand and haul away for reclamation 2-1/2 inch deep Asphalt wear surface and 4-1/2 inches of Caliche base. Note: base is 4 feet wider than wear surface. Treat existing sub base with 2% lime and compact to achieve proposed sub base.	SY	8,213.33	\$ 1.00	\$ 8,213.33	\$ 4.90	\$ 40,245.32	\$ 3.00	\$ 24,639.99	\$ 2.24	\$ 18,397.86	\$ 5.00	\$ 41,066.65	\$ 1.20	\$ 9,856.00	\$ 7.71	\$ 63,324.77
1-4	Install Bixhal Geogrid #1200 material over Sub Base	SY	8,213.33	\$ 1.25	\$ 10,266.66	\$ 1.80	\$ 14,783.99	\$ 3.00	\$ 24,639.99	\$ 1.68	\$ 13,798.39	\$ 1.50	\$ 12,320.00	\$ 6.00	\$ 49,279.98	\$ 2.70	\$ 22,175.99
1-5	Furnish and Install 5-inch deep compacted Caliche Base course. Note: this Base Course is Four (4) Feet wider than the Asphalt Wear Course (Two (2) Feet wider on each side of the road) to provide a stable shoulder.	SY	8,213.33	\$ 4.25	\$ 34,906.65	\$ 5.80	\$ 47,637.31	\$ 6.00	\$ 49,279.98	\$ 6.12	\$ 66,692.24	\$ 6.00	\$ 49,279.98	\$ 8.75	\$ 71,866.64	\$ 6.62	\$ 54,372.24
1-6	Furnish and Apply a 1.5% Lime Treatment to the Caliche Base Material.	SY	8,213.33	\$ 2.15	\$ 17,658.66	\$ 1.85	\$ 15,194.66	\$ 1.85	\$ 15,194.66	\$ 2.80	\$ 22,997.32	\$ 3.00	\$ 24,639.99	\$ 0.90	\$ 7,392.00	\$ 2.63	\$ 21,601.06
1-7	Furnish and Apply a Prime Coat (MC-30) (0.2 GAL/SY) Asphaltic material on Caliche Base surface.	SY	7,040.00	\$ 1.00	\$ 7,040.00	\$ 1.00	\$ 7,040.00	\$ 0.86	\$ 5,984.00	\$ 2.23	\$ 15,699.20	\$ 0.80	\$ 5,632.00	\$ 1.20	\$ 8,448.00	\$ 1.92	\$ 13,516.80
1-8	Furnish, Install and Roll a 2-inch deep HMAc Type "D" Asphalt wear surface.	SY	7,040.00	\$ 7.50	\$ 52,800.00	\$ 10.10	\$ 71,104.00	\$ 9.15	\$ 64,416.00	\$ 8.95	\$ 63,008.00	\$ 8.45	\$ 59,488.00	\$ 11.20	\$ 78,848.00	\$ 11.72	\$ 82,508.80
1-9	Install pavement marking and lines.	SY	7,040.00	\$ 0.50	\$ 3,520.00	\$ 0.50	\$ 3,520.00	\$ 0.60	\$ 4,224.00	\$ 1.01	\$ 7,110.40	\$ 0.28	\$ 2,041.60	\$ 0.70	\$ 4,928.00	\$ 0.90	\$ 6,336.00
1-10	Regrade Roadside Ditches	LF	5,280	\$ 0.50	\$ 2,640.00	\$ 1.85	\$ 9,768.00	\$ 2.00	\$ 10,560.00	\$ 1.89	\$ 8,870.40	\$ 1.80	\$ 9,504.00	\$ 4.00	\$ 21,120.00	\$ 1.25	\$ 6,600.00
<b>FEMA Road Improvements - Mile 4 North - GRAND TOTAL:</b>				<b>\$</b>	<b>143,045.30</b>	<b>\$</b>	<b>220,293.29</b>	<b>\$</b>	<b>208,488.62</b>	<b>\$</b>	<b>224,413.82</b>	<b>\$</b>	<b>232,972.22</b>	<b>\$</b>	<b>263,938.61</b>	<b>\$</b>	<b>281,135.67</b>

Mathematical Error

October 21, 2016

Comm. A.C. Cuellar, Jr.  
Hidalgo County Precinct No. 1  
1902 Joe Stephens, Ste. 101  
Weslaco, Texas 78596

**Re: Hidalgo County Precinct No. 1 – FEMA Road Drainage Improvements – Mile 4 North Road  
LEMC No. 195**

Dear Commissioner Cuellar:

On Wednesday, October 19, 2016, bids were received and opened for FEMA Road Drainage Improvements Project – Mile 4 North Road located in Hidalgo County, Texas. A total of seven (7) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

After the review of the Bid Tabulations, LeFevre Engineering & Management Consulting, LLC confirmed that Asago Construction was the lowest bidder for the Base Bid in the amount of **\$143,045.30**. In review of the tabulated items and provided information, LEMC recommends, **Asago Construction** in the amount of **\$143,045.30**.

It has been LEMC's pleasure to work with Hidalgo County Precinct No. 1 on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,



Richard LeFevre, PE  
President

Zimbra

tanya.delira@co.hidalgo.tx.us

---

**Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements**

---

**From :** Hector Moreno <hector@lefevregroup.net>  
**Subject :** Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements

Fri, Oct 21, 2016 10:42 AM

📎 9 attachments

**To :** 'Katia Garcia' <katia.garcia@co.hidalgo.tx.us>, 'Raul Lozano' <raul.lozano@co.hidalgo.tx.us>

**Cc :** 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>, richard@lefevregroup.net, 'Emigdio Salinas' <milo@lefevregroup.net>, 'Tanya. Delira' <tanya.delira@co.hidalgo.tx.us>, 'Sandy Suarez' <sandy.suarez@co.hidalgo.tx.us>, 'Sandra Montalvo' <sandra.montalvo@co.hidalgo.tx.us>

Katia,

Please see attachments of final bid tabulation and letter of recommendation for the following four (4) FEMA Road Drainage Improvements Projects:

1. Mile 8 North
2. Mile 4 North
3. Mile 2 East
4. Mile 2 ½ East

If you have any questions, please feel free to contact our office.

Thank you,  
Hector Moreno

**LeFEVRE**  
ENGINEERING &  
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 620  
McAllen, Texas 78504  
Tel. 956.687.1600  
Fax: 956.687.5363

Texas Registered Engineering Firm F-11722

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**LeFEVRE**  
ENGINEERING &  
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 620  
McAllen, Texas 78504  
Tel. 956.687.1600  
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Texas Registered Engineering Firm F-11722




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 **Letter of Recommendation- Mile 2 East.pdf**  
157 KB

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Zimbra

sandy.suarez@co.hidalgo.tx.us

---

**Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**

---

**From :** Raul Iglesias <asago@rgv.rr.com>

Wed, Oct 26, 2016 03:17 PM

**Subject :** Re: Hidalgo County Precinct No. 1 - FEMA Road Drainage Improvements - Registration Needed - Sam.gov & Form 1295**To :** Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Ms. Suarez,

I have completed the [Sam.gov](#) registration, see below DNB number. I am supposed to receive another email once registration has been approved.

Duns#  
Asago LLC  
087581208

Best regards,

Raul Iglesias

Asago Construction  
2112 S. Shary Rd. # 17  
Mission, TX 78572  
956-279-9787 mob  
956-607-0741 off  
956-585-7040 fx  
[raul@asagoconstruction.com](mailto:raul@asagoconstruction.com)  
[www.asagoconstruction.com](http://www.asagoconstruction.com)

On Oct 26, 2016, at 1:36 PM, Sandy Suarez <[sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us)> wrote:

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Any questions and/or concerns, please contact me at any time.  
Thank you.

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Respectfully,  
*Sandy Suarez, Buyer II*  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy. 281  
Edinburg, TX. 78539

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

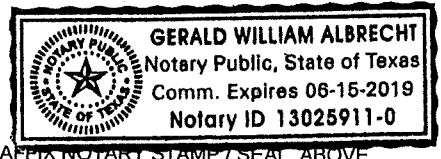
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b> <b>CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Asago, LLC Mission, TX United States	Certificate Number: 2016-129506
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Hidalgo County Precinct No. 1	Date Filed: 10/27/2016  Date Acknowledged:

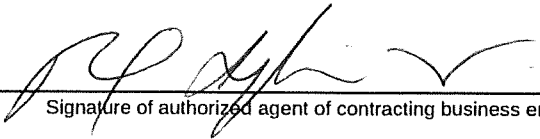
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 2016-364-10-19-SMA  
 FEMA Road Drainage Improvements - Mile 4 North Road (Between FM 491 and Pedro Martinez Road, Mercedes, Texas)

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.**

**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 Raul Iglesias Villarreal, this the 27<sup>th</sup> day of October, 2016, to certify which, witness my hand and seal of office.

Gerald William Albrecht      Gerald William Albrecht      Notary  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Asago, LLC  
 Mission, TX United States

Certificate Number:  
 2016-129506

Date Filed:  
 10/27/2016

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 Hidalgo County Precinct No. 1

Date Acknowledged:  
 10/27/2016

**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.**  
 2016-364-10-19-SMA  
 FEMA Road Drainage Improvements - Mile 4 North Road (Between FM 491 and Pedro Martinez Road, Mercedes, Texas)

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\_\_\_\_\_  
 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-57121

Purchasing Department 21. C. 1.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

Acceptance and approval to execute the final form of a Professional Engineering Agreement with Javier Hinojosa Engineering for "Road and Bridge, Drainage Improvement and All Other Related Projects in General" for Pct 3, and as approved for negotiations on CC 09/06/16 and subject to compliance with HB23 and HB1295 [if and when applicable];

**BACKGROUND**

C-16-153-11-01

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-123-005-0-721

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding to be determined once contract is in place and WA is executed for specific project. Engineering services are on an "as needed" basis and "on-call" basis.

**Attachments**

Javier Hinojosa Engineering Contract

Legal Approval

FORM 1295-SUBMITTED

FORM 1295-ACKNOWLEDGED

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/28/2016 10:50 AM
Budget & Management	Veronica Ortiz	10/28/2016 10:52 AM
Merlen P. Munoz	Merlen P. Munoz	10/28/2016 11:12 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Rocio Villarreal		Started On: 10/28/2016 09:58 AM
Final Approval Date: 10/28/2016		

**THE STATE OF TEXAS   §**  
**§**  
**COUNTY OF HIDALGO   §**

**PROFESSIONAL SERVICES AGREEMENT**  
**C-16-153-11-01**

**THIS AGREEMENT** is made effective the 1<sup>st</sup> day of **November, 2016** by and between **HIDALGO COUNTY, TEXAS**, ("County") and **Javier Hinojosa Engineering** of McAllen, a Texas Corporation ("Engineer").

**W I T N E S S E T H:**

**WHEREAS**, the County is vested with the responsibility of providing "**Road and Bridge, Drainage Improvements and All Other Related Projects in General**" for projects located within **Hidalgo County Precinct No. 3** (the "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 engineers to assist the County by providing the Services;

**WHEREAS**, from which "Professional Engineer" has been selected from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ), and

**WHEREAS**, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 3**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**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. Term.** This Agreement is for a period of **one (1) year**, effective **November 1, 2016**, and will expire **October 31, 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".

**3. Compensation.** 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 23 herein.

**4. 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.

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

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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: County of Hidalgo  
Attention: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Engineer: **Javier Hinojosa Engineering**  
**Attention: Javier Hinojosa, Engineer**  
**416 E. Dove Avenue**  
**McAllen, Texas 78504**

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

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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).

**30. 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.

**COUNTY:**  
**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Hon. Ramon Garcia, County Judge

**ENGINEER: JAVIER HINOJOSA ENGINEERING**

By: \_\_\_\_\_

Printed Name Javier Hinojosa

Title: PE

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

**ATTACHMENTS:**

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

**Exhibit A-1**  
**Request for**  
**Qualifications (RFQ)**  
**Procurement Packet**



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
Tel: (956) 318-2626 Fax(956) 318-2629

February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**  
Request for Qualifications -

**"Professional Engineering Services Pool-Hidalgo County"**  
**(Including all funding sources, programs, and entities)**  
**RFQ No: 2016-002-02-17-YZV**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

**We have updated our RFQ packet.** Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)  
**TABLE OF CONTENTS**

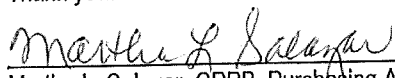
**HIDALGO COUNTY**  
**"Professional Engineering Services Pool"**  
*(Including all funding sources, programs, and entities)*

**RFQ No: 2016-002-02-17-YZV**

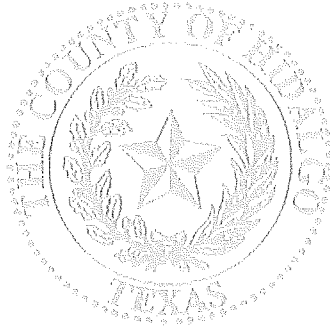
Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D2, CIS-Conflict Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10.	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

February 01, 2016  
Date



## REQUEST FOR QUALIFICATIONS (RFQ)

### HIDALGO COUNTY

(Including all funding sources, programs, and entities)

### "Professional Engineering Services Pool"

**RFQ NO: 2016-002-02-17-YZV**

Acceptance Due Date: **FEBRUARY 17, 2016**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

#### Project Buyer Contact Information:

Yolanda Velasquez, Buyer III  
(956) 292-7000 Ext. 4881  
[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

1. Sealed qualifications will be received for "HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No.: 2016-002-02-17-YZV- "HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 17, 2016.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.**

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. County is exempt from Federal Excise Tax, State Tax and Local Tax. **DO NOT** include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful respondent
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract number (if any)
  - d) Notation- HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**  
 Postal/Mailing 2808 S. Business Hwy. 281  
 Edinburg, Texas 78539  
 (956) 318-2511

**15. SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.  
 Award of Contract  
 Commence Work or Deliver Products

FEBRUARY 17, 2016  
MARCH 16, 2016  
 \_\_\_\_\_, 2016

**16. HIDALGO COUNTY HOLIDAYS**

2016 YEAR	
New Year's Day	01/01/2016
Martin Luther King Day	01/18/2016
President's Day	02/15/2016
Good Friday	03/25/2016
Memorial Day	05/30/2016
Independence Day	07/04/2016
Labor Day	09/05/2016
Columbus Day	10/10/2016
Veteran's Day	11/11/2016
Thanksgiving Day	11/24/2016 & 11/25/2016
Christmas Day	12/23/2016 & 12/26/2016
New Year's Eve	12/30/2016

**17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

#### 18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
- **NOTICE:**  
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

**19. DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

**20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award.

Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

28. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
32. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications  
for  
**HIDALGO COUNTY**  
(Including all funding sources, programs, and entities)

**“Professional Engineering Services Pool”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Location: 2802 S. Business Hwy. 281  
Postal/ Mailing: 2812 S. Business Hwy. 281  
New Administration Building  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Printed Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

# **EXHIBIT A**

## **REQUIREMENTS**

### **HIDALGO COUNTY**

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

### **REQUEST FOR QUALIFICATIONS**

**“PROFESSIONAL ENGINEERING SERVICES POOL”**

**2016-002-02-17-YZV**

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting March 16, 2016 and ending March 15, 2017. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, FEBRUARY 17, 2015**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

### **SECTION I - GENERAL TERMS AND CONDITIONS**

#### **RFQ DOCUMENT SUBMITTALS/DELIVERY:**

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

#### **PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit,

(2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFQ QUESTIONS AND ANSWERS:** Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) NO LATER THAN Wednesday, February 10, 2016** at 5:00 p.m. Responses will be sent to all applicants by **Friday, February 12, 2016** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT: (If Applicable)**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

**SECTION II - RFQ REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

- 1) Area firm specializes in
- 2) Minimum years of experience
- 3) Project(s)

**PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**SCOPE OF SERVICES:**

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

**A.**

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

**B.**

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

**C.**

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

**D.**

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

**E.**

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

- A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
  - 1. Copy of current license certification with state seal
  - 2. History of engineering certification from the State of Texas.
  - 3. List of projects related to the subject areas within the past year.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

## **PART III – SELECTION / EVALUATION**

### **SELECTION PROCEDURES/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

**Responsiveness to RFQ:**

- \* Response is Clear;
- \* Response is Well Organized;
- \* Easy to Evaluate;
- \* Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;
2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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

**EXHIBIT "B"**

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

Firm/Participant's Name: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Department: \_\_\_\_\_

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PROCUREMENT FORM  
ATTACHMENT "B"  
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL  
RFQ NO: 2016-002-02-17-YZV**

Name and Address of Firm:	_____ _____ _____		
Principals of Firm and Titles:	_____ _____ _____		
Firm's Registration No.:	_____		
<b>Area of Specialization:</b>			
	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		
<b>Local References (Rio Grande Valley) List Four (4) Only:</b>			
Reference #1: _____			
Reference #2: _____			
Reference #3: _____			
Reference #4: _____			
<b>Recent Projects (Within Two [2] Years) List Four (4) Only:</b>			
Project #1: _____			
Project #2: _____			
Project #3: _____			
Project #4: _____			

Submitted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

**EXHIBIT "C"**  
**Insurance Requirements**  
**Professional Services**  
**(i.e...Engineers, Architects, Appraisers, Surveyors**  
**& Other Professional Services)**

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	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.	
		<b>INSURERS AFFORDING COVERAGE</b>	
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 THEIR 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	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP	\$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA ACCIDENT	\$
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC AGG \$	
C	<b>GARAGE LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
	<b>EXCESS LIABILITY</b>					\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	\$
					E L EACH ACCIDENT	\$
					E L DISEASE-EA EMPLOYEE	\$
					E L DISEASE-POLICY LIMIT	\$
	<b>OTHER</b>					

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
<b>Hidalgo County</b> 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 <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I \_\_\_\_\_, authorized representative for \_\_\_\_\_, Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### **Notice to Proposer:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_ possess all of the **APPLICABLE:**

1. Licenses: \_\_\_\_\_
2. Bonds: \_\_\_\_\_
3. Certificates: \_\_\_\_\_
4. Permits: \_\_\_\_\_
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

**\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**EXHIBIT D-1**

# 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.

**EXHIBIT D-2**

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

**OFFICE USE ONLY**

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6 AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

---

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- a contract between the local governmental entity and vendor has been executed; or
- the local governmental entity is considering entering into a contract with the vendor.

**PROPOSER'S AFFIDAVIT  
Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No  
If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_  
Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

---

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

**(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)**

## 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): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
<input type="checkbox"/> Other (see instructions) ▶ _____	
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:

- 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
- 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
- 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.

<b>Sign Here</b>	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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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.

**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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**  
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.



**HIDALGO COUNTY**  
(Including all funding sources, programs, and entities)  
**REQUEST FOR QUALIFICATIONS**  
**PROFESSIONAL ENGINEERING SERVICES POOL**

RFQ No.: 2016-002-02-17-YZV

**RFQ SUBMITTAL CHECK LIST**

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- \_\_\_\_\_ Page 9 of Legal Notice
- \_\_\_\_\_ Attachment "B" –Procurement Form –Areas of Specialization
- \_\_\_\_\_ Exhibit "C" -Acknowledgement forms (pages 3 and 4)
- \_\_\_\_\_ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt.
- \_\_\_\_\_ Exhibit "D-2"-CIS Form
- \_\_\_\_\_ Exhibit "E" –Proposers Affidavit
- \_\_\_\_\_ Vendor Bidder Application and IRS form W-9
- \_\_\_\_\_ Certification Regarding Debarment
- \_\_\_\_\_ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

# **EXHIBIT A**

## **Scope of Services to be provided by the Owner**

**EXHIBIT “A”**  
**Services to be Provided by the Owner**

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** .

**General**

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT “C”** attached to this Agreement.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

**EXHIBIT B**  
**Scope of Services to be  
provided by the  
Engineer**

**EXHIBIT “B”**  
**Services to be provided by the Engineer**

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The ENGINEER will evaluate and design the Paving and Drainage Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadway and drainage improvements;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

**EXHIBIT C**  
**Work Schedule**

## **EXHIBIT “C”**

### **Work Schedule**

For this Agreement, the **Engineer** shall prepare a work schedule for the work identified in EXHIBIT “B” in accordance with each Work Authorization in compliance with the following:

- ◆ Review existing conditions
- ◆ Conduct field surveys to obtain information for preparation of final design plans.
- ◆ Prepare plans and specifications for each project
- ◆ Assist owner with bidding of each project if required.
- ◆ Provide periodic inspections during construction.

The **Engineer** will diligently pursue the completion of each authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

**EXHIBIT D**  
**Engineer's Rates**

## **EXHIBIT "D"**

### **JAVIER HINOJOSA ENGINEERING CONTRACT RATES**

<b><u>LABOR CLASSIFICATION</u></b>	<b><u>HOURLY CONTRACT RATES:</u></b>
Principal	\$225.00/Hr.
Project Manager/Engineer	\$150.00/Hr.
Engineering Assistant	\$ 95.00/Hr.
R.P.L.S.	\$145.00/Hr.
G.P.S. Survey Crew	\$150.00/Hr.
3 Man Survey Crew	\$110.00/Hr.
Project Inspector	\$ 70.00/Hr.
CADD Operator/Designer	\$ 70.00/Hr.
Admin./Clerical	\$ 30.00/Hr.

**EXHIBIT E**  
**Work Authorization**  
**Form**

# EXHIBIT E

## -Work Authorization Form

**HIDALGO COUNTY  
Professional Engineering Services  
Agreement #C-15-225-09-15**

**WORK AUTHORIZATION NO. \_\_\_\_**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, \_\_\_\_\_ professional engineers of \_\_\_\_\_ Texas, hereinafter called "**Engineer**".

### **PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the "engineering services" to provide \_\_\_\_\_.

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

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

### **PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \_\_\_\_\_. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

### **PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section \_\_\_\_\_ of the Agreement.

### **PART 4. FUNDING**

This Work Authorization No. \_\_\_\_ shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ **(MUST BE INCLUDED AFTER CC APPROVAL)**

### **PART 5. PERIOD OF SERVICE**

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

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

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

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and Confirmation by Hidalgo County Precinct No.4, Commissioner, Joe Flores, as to content and detail of this **Work Authorization No. \_\_\_\_**.

**HIDALGO COUNTY  
COMMISSIONER PRECINCT No. 3:**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ (cc approval date) \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**THE ENGINEER:  
JAVIER HINOJOSA ENGINEERING**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: Javier Hinojosa, PE

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
By: Arturo Guajardo Jr., County Clerk

**EXHIBIT F**  
**Supplemental**  
**Agreement Form**



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

**THE ENGINEER:**

**BY:** \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

**EXHIBIT G**  
**Certificate of**  
**Insurance**



Policy Number:

Date Entered: 06/10/2016

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME:	PHONE (A/C, No, Ext): (956) 581-9838		FAX (A/C, No): (956) 519-1524
	E-MAIL ADDRESS: davisinsuranceagency@yahoo.com			
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURED JAVIER HINOJOSA ENGINEERING  416 E DOVE MCALLEN, TX 78504	INSURER A:	MID-CENTURY INSURANCE COMPANY		
	INSURER B:	FARMERS INSURANCE EXCHANGE		
	INSURER C:	FARMERS INSURANCE EXCHANGE		
	INSURER D:	Arognaut Insurance Company		
	INSURER E:			
INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

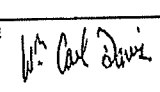
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	605021032	6/28/2016	6/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	069398805	3/29/2016	03/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N0707-71-94	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			IAE12530-0	12/4/2015	12/4/2016	PER CLAIM \$ 1,000,000

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

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

Scheduled autos: Vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618  
 Vehicle 2-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

<b>CERTIFICATE HOLDER</b> HIDALGO COUNTY ATTN: PURCHASING DEPT 2812 S HIGHWAY BUSINESS 281 EDINBURG, TX 78539	<b>CANCELLATION</b> 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 

**TEXAS  
BUSINESS AUTO  
RENEWAL  
CERTIFICATE**

**FARMERS INSURANCE EXCHANGE**  
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES  
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010  
SERVICE CENTER: 15700 LONG VISTA DRIVE, AUSTIN, TEXAS 78728

Valuable - Attach this Certificate to your policy

**ITEM ONE**

NAMED INSURED MAILING ADDRESS : HINOJOSA, JAVIER  
: 416 E DOVE AVE  
: MCALLEN TX 78504-2240

**F006040163-001-00001**  
Account Number  
**19-42-303** **06939-88-05**  
Agent Policy Number

Form of Business:  Individual  Partnership  Corporation  Other  
RENEWS NO:

Policy Period from 03/29/16 to 03/29/17 12:01 AM Standard Time at your mailing address shown above.

In consideration of the payment of the premium stated, this policy is renewed from the inception date to the expiration date stated. Insurance is provided only with respect to coverage for which an auto symbol, limits of insurance and premium charge is stated, subject to all of the terms of this policy, including any attached forms and endorsements.

**ITEM TWO  
SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)	PREMIUM
LIABILITY Bodily Injury Property Damage Combined Liability	7 8 9	\$ each person/\$ each accident \$ 1000 each accident	2,466.00
PERSONAL INJURY PROTECTION	SEE END.	\$ SEE SCHEDULE	
AUTO MEDICAL PAYMENTS		\$	
UNINSURED/UNDERINSURED MOTORISTS Bodily Injury Property Damage Combined Liability	SEE END.	\$ each person/\$ each accident \$ 1000 each accident	397.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT \$ Actual Cash Value or Cost of Repair, whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed autos.	1,068.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT \$ Actual Cash Value or Cost of Repair, whichever is Less Minus \$25 Ded. for Each Covered Auto for Loss Caused by Mischief or Vandalism. See Item Four for hired or borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT \$ Actual Cash Value or Cost of Repair whichever is less minus \$ SEE SCHEDULE Ded. for Each Covered Auto. See Item four for hired or borrowed Autos.	1,273.00
PHYSICAL DAMAGE TOWING AND LABOR	7	\$ SEE SCHEDULE for each disablement of a covered auto.	
<b>PREMIUM FOR ENDORSEMENTS</b>			<b>182.00</b>
<b>ESTIMATED TOTAL PREMIUM</b>			<b>5,386.00</b>

Premium Shown is payable \$ \_\_\_\_\_ at inception.



TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21-Broad Form Nuclear Exclusion

CA00010310	CA01960312	CA02431113	CA21090513	CA23840106	CA23940306	CA99230310
CA99880306	E2015-ED2	IL00171198	J6738-ED1	J7124-ED1	S1929-ED2	S1966-ED1
25-3065	51-8003	56-5223ED5				

COUNTERSIGNED \_\_\_\_\_ By \_\_\_\_\_  
(Date) (Authorized Representative)

ITEM THREE  
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED		TERRITORY Town & State where Covered Auto will be principally garaged
		Original Cost New	Actual Cost & New (N) USED (U)	
8	12 FORD 1FTEW1EF0CFD06015	F150	34660	MCALLEN TX 208
9	15 FORD 1FTEW1EG0FFA09982	F-150	49000	MCALLEN TX 208

Covered Auto No.	CLASSIFICATION							Except for towing, all physical damages loss is payable to you and the loss payee named below as interest may appear at the time of the loss.
	Radius of Operation	Business use s - service r - retail c - commercial	Size GVW, GCW or Veh. Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	
8	50		10000	5				
9	50		10000	2				

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	LIABILITY		PERSONAL INJURY PROTECTION		AUTO MED PAY	
	*Limit	Premium	Limit	Premium	*Limit	Premium
8	1000	1,181.00	5000			
9	1000	1,181.00	5000			
Total Premium		2,362.00				

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	UNINSURED/UNDERINSURED MOTORISTS		COMPREHENSIVE	
	*Limit	Premium	Limit stated in ITEM TWO minus ded. shown below	Premium
8	1000	199.00	250	349.00
9	1000	198.00	250	719.00
Total Premium		397.00		1,068.00

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)

Covered Auto No.	SPECIFIED CAUSES OF LOSS		COLLISION		TOWING AND LABOR	
	Limit stated in ITEM TWO	Premium	Limit stated in ITEM TWO minus ded. shown below	Premium	Limit Per Disablement	Premium
8			500	449.00		
9			500	824.00		
Total Premium				1,273.00		

\*(LIMITS SHOWN IN THOUSANDS)  
56-5233 4TH EDITION 3-10  
565233-ED4

**TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)**  
**ITEM FOUR**  
**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**  
**LIABILITY COVERAGE RATING BASIS, COST OF HIRE**

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Lib. Cov. is Primary)	PREMIUM
TX				59.00
<b>TOTAL PREMIUM</b>				<b>59.00</b>

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**PHYSICAL DAMAGE COVERAGE**

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR WHICHEVER IS LESS MINUS DED. FOR EACH COVERED AUTO. BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR WHICHEVER IS LESS MINUS \$25 DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	ACTUAL CASH VALUE, COST OF REPAIRS OR WHICHEVER IS LESS MINUS DED. FOR EACH COVERED AUTO		
<b>TOTAL PREMIUM</b>			

PHYSICAL DAMAGE COVERAGE for covered autos you hire or borrow is excess unless indicated below by ""

If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered auto you hire or borrow is deemed to be a covered auto you own.

**ITEM FIVE**  
**SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	4	\$ 45.00
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$

**ITEM SIX**  
**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS**

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES			PREMIUMS		
	LIABILITY	AUTO MEDICAL	P.I.P.	LIABILITY COVERAGE	AUTO MEDICAL	P.I.P.
<input type="checkbox"/> Per \$100 of Gross Receipts						
<input type="checkbox"/> Per Mile						
<b>TOTAL PREMIUMS</b>						
<b>MINIMUM PREMIUMS</b>						

**TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)**

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steam shiplines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross Receipts means the total amount to which you are entitled for the leasing or rental of autos during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the autos you leased or rented to others during the policy period.

**Zimbra****rocio.villarreal@co.hidalgo.tx.us**

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**RE: C-16-153-10-25-Javier Hinojosa Engineering-Pct 3**

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**From :** Steve Crain <scrain@atlashall.com>

Thu, Oct 27, 2016 04:27 PM

**Subject :** RE: C-16-153-10-25-Javier Hinojosa  
Engineering-Pct 3**To :** 'Rocio Villarreal'  
<rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]**Sent:** Thursday, October 27, 2016 4:13 PM**To:** Steve Crain <scrain@atlashall.com>**Subject:** Re: C-16-153-10-25-Javier Hinojosa Engineering-Pct 3

Mr. Crain:

I have revised the contract and included the language on the selection of the engineering thru the pool. Please review and approve as to form.

Thank you.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
rocio.villarreal@co.hidalgo.tx.us  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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**From:** "Steve Crain" <scrain@atlashall.com>**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>**Sent:** Thursday, October 27, 2016 7:58:59 AM**Subject:** RE: C-16-153-10-25-Javier Hinojosa Engineering-Pct 3

In the third Whereas clause change "a professional engineering" to professional engineers. Was the engineer selected from a pool?

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]**Sent:** Wednesday, October 26, 2016 5:02 PM

**To:** Steve Crain <scrain@atlashall.com>

**Subject:** Re: C-16-153-10-25-Javier Hinojosa Engineering-Pct 3

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
rocio.villarreal@co.hidalgo.tx.us  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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**From:** "Steve Crain" <scrain@atlashall.com>

**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>

**Sent:** Friday, October 21, 2016 1:27:04 PM

**Subject:** RE: C-16-153-10-25-Javier Hinojosa Engineering-Pct 3

Please check your contract template with respect to the term "Services". The term "Services" refers to the services performed by the engineer not the County. Please revise to the original contract template. Call if you have questions. Thanks.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]

**Sent:** Friday, October 21, 2016 11:42 AM

**To:** Steve Crain <scrain@atlashall.com>

**Subject:** C-16-153-10-25-Javier Hinojosa Engineering-Pct 3

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
rocio.villarreal@co.hidalgo.tx.us

2812 S. Business Hwy 281  
Edinburg, Texas 78539

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-130096

Date Filed:  
10/28/2016

Date Acknowledged:

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

Javier Hinojosa Engineering  
McAllen, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**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.**

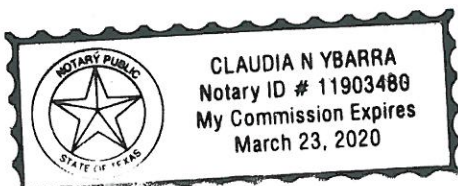
Contract No. C-16-153-11-01  
Civil Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hinojosa, Javier	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Javier Hinojosa*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Javier Hinojosa, this the 28<sup>th</sup> day of October, 2016, to certify which, witness my hand and seal of office.

*Claudia N. Ybarra*  
Signature of officer administering oath

Claudia N. Ybarra  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Javier Hinojosa Engineering  
 McAllen, TX United States

**Certificate Number:**  
 2016-130096

**Date Filed:**  
 10/28/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo County

**Date Acknowledged:**  
 10/28/2016

**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.**  
 Contract No. C-16-153-11-01  
 Civil Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hinojosa, Javier	McAllen, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

AI-57095

Purchasing Department 21. C. 2.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Norma Ceballos, COMM. PCT. #3

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

**Information**

**CAPTION**

Requesting approval to process the following invoice as claim with authority for County Auditor to issue payment after review, and processing procedure are completed by County Auditor: Invoice number 214-11374 Frontera Materials, in the amount of \$541.08.

**BACKGROUND**

Extension was not in placed to cover purchases. Prior contract#C-13-012-04-09 expired on 4-11-14 and the new contract #C-14-139-06-03 became effective on 6-3-14; product was received on 4/22-24/14.

PO #702420

**Fiscal Impact**

**Attachments**

Invoice #214-11374

Notices of Discrepancies

**Form Review**

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/28/2016 09:55 AM
Budget & Management	Veronica Ortiz	10/28/2016 10:04 AM
Linda Flores	Linda Flores	10/28/2016 11:17 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Norma Ceballos		Started On: 10/27/2016 03:23 PM
Final Approval Date: 10/28/2016		



RECEIVED BY  
 COUNTY AUDITOR  
 2014 JUL 31 PM 2 51

FRONTERA MATERIALS INC.  
 22630 NORTH FM 88 ELSA TX TEL 956-5190028  
 REAVIS PIT ( ) CANTU PIT ( ) LAJOYA HMR ( ) MANUAL WEIGHT \*\*

960858

Ticket Number: 31088  
 DATE: 7/22/2014 TIME: 1:26 PM

<b>SOLD TO:</b> HCPCT#3 MISSION TX			<b>CUSTOMER NO.</b> N.		<b>DELIVERED TO:</b> BENSEN PALM RD Milla 7. A1527 CALLE SENIZO			
<b>TRUCK INFORMATION</b>			<b>MATERIAL LOADED</b>			<b>PLANT NO.</b> REAV		
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY	<b>OPERATOR</b> ROBERTOZ	
79	2	1.20	0	003	cold mix	24.28		
<b>WEIGHT IN TONS</b>			<b>COMMENTS/DIRECTIONS:</b> HAULED BY HCPCT#3 P.O#702420			<b>CASH SALE</b>		
GROSS	TARE	NET				PRICE PER TON	\$ 9.00	
4.510	**4.010**	0.500				MATERIAL COST	\$ 3.00	
0.000	← TRUCK MAXIMUMS →	0.000	CONTRACT #			HAUL COST	\$ 0.00	
<b>JOB INFORMATION</b>						SALES TAX	\$	
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME			TOTAL	\$
2	1.20	178.65	0.00	YARD S. K. R.				

Driver: Roberto Mtz Rcvd By: Roberto Mtz Insp: \_\_\_\_\_

RECEIVED BY  
 COUNTY AUDITOR  
 2014 JUL 31 PM 2 50

FRONTERA MATERIALS INC.  
 22630 NORTH FM 88 ELSA TX TEL 956-5190028  
 REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(

960835

Ticket Number	31075
DATE: 4/22/2014	TIME: 8:34 AM

<b>SOLD TO:</b> HCPCT#3 MISSION TX			<b>CUSTOMER NO.</b> N. <b>JOB ORDER NUMBER</b> 702420		<b>DELIVERED TO:</b> ABRAM Milla 2 - Al Norte CALLE Lucero				
<b>TRUCK INFORMATION</b>				<b>MATERIAL LOADED</b>			<b>PLANT NO.</b> REAV <b>OPERATOR</b> RUBEN RDZ		
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY			
79	1	0.70	0	003	cold mix	23.78			
<b>WEIGHT IN TONS</b>			<b>COMMENTS/DIRECTIONS:</b> HAULED BY HCPCT#3 P.O.#702420				<b>CASH SALE</b>		
GROSS	TARE	NET					PRICE PER TON	\$	
4.710	4.010	0.700					MATERIAL COST	\$	
0.000 ← TRUCK MAXIMUMS →		0.000	<b>CONTRACT #</b>				HAUL COST	\$	
<b>JOB INFORMATION</b>									
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME				SALES TAX	\$
1	0.70	179.15	0.00	YARD				TOTAL	\$

Driver: Roberto Rcvd By: Roberto Mtz Insp: \_\_\_\_\_

1000  
FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE  
JUL 31 1950

RECEIVED BY  
 COUNTY AUDITOR  
 2014 JUL 31 PM 2 51

FRONTERA MATERIALS INC.  
 22630 NORTH FM 88 ELSA TX TEL 956-5190028  
 REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP

960927

MANUAL WEIGHT \*\*

Ticket Number	31167	
DATE:	4/23/2014	TIME: 1:18 PM

<b>SOLD TO:</b> HCPCT#3 MISSION TX			<b>CUSTOMER NO.</b> N. <b>JOB ORDER NUMBER</b> 702420		<b>DELIVERED TO:</b> Pueblo de PALMA SALidadel Sol				
<b>TRUCK INFORMATION</b>			<b>MATERIAL LOADED</b>				<b>PLANT NO.</b> REAV <b>OPERATOR</b> RUBEN RDZ		
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY			
79	2	1.62	0	003	cold mix	59.35			
<b>WEIGHT IN TONS<sup>ns</sup></b>			<b>COMMENTS/DIRECTIONS:</b> HAULED BY HCPCT#3 P.O:#702420				<b>CASH SALE</b>		
GROSS	TARE	NET	<b>CONTRACT #</b>				PRICE PER TON	\$	
4.620	**3.900**	0.720					SALES TAX	\$	
0.000 ← <b>TRUCK MAXIMUMS</b> → 0.000							HAUL COST	\$	
<b>JOB INFORMATION</b>									
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME				TOTAL	\$
4	3.84	182.49	0.00	YARD <i>Sd Rm</i>					

Driver: Roberto M. Rcvd By: Roberto M + z Insp: \_\_\_\_\_

RECEIVED BY  
COUNTY AUDITOR

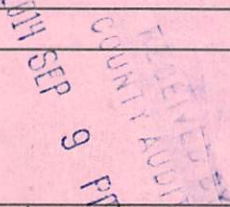
2014 JUL 31 PM 2 51

FRONTERA MATERIALS INC.  
22630 NORTH FM 88 ELSA TX TEL 956-5190028  
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP

960915

MANUAL WEIGHT \*\*

Ticket Number	31155	
DATE:	4/23/2014	TIME: 10:40 AM

<b>SOLD TO:</b>			<b>CUSTOMER NO.</b>		<b>DELIVERED TO:</b>				
HCPCT#3			N.						
MISSION TX			JOB ORDER NUMBER						
			702420						
<b>TRUCK INFORMATION</b>				<b>MATERIAL LOADED</b>				<b>PLANT NO.</b> REAVIS <b>OPERATOR</b> RUBEN RDZ	
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY			
149	2	2.22	0	003	cold mix	58.63			
<b>WEIGHT IN TONS</b>			<b>COMMENTS/DIRECTIONS:</b>				<b>CASH SALE</b>		
GROSS	TARE	NET	HAULED BY HCPCT#3				PRICE PER TON	\$	
4.120	**3.230**	0.890	P.O.#702420				MATERIAL COST	\$	
0.000	← TRUCK MAXIMUMS →	0.000	CONTRACT #				HAUL COST	\$	
<b>JOB INFORMATION</b>								SALES TAX	\$
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME				TOTAL	\$
3	3.12	181.77	0.00	YARD <i>S. J. Vela</i>					

Driver: NOE VELA Rcvd By: NOE VELA Insp: \_\_\_\_\_

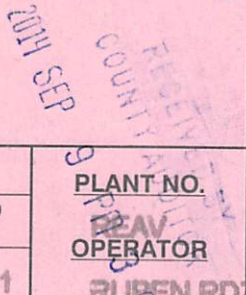
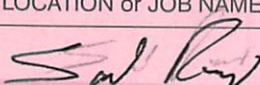
RECEIVED BY  
COUNTY AUDITOR

2014 JUL 31 PM 2 51

FRONTERA MATERIALS INC.  
22630 NORTH FM 88 ELSA TX- TEL 956-5190028  
REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(

960904

Ticket Number	31144
DATE: 4/23/2014	TIME: 9:11 AM

<b>SOLD TO:</b>			<b>CUSTOMER NO.</b>		<b>DELIVERED TO:</b>				
HCPCT#3			N.						
MISSION TX			JOB ORDER NUMBER						
			702420						
<b>TRUCK INFORMATION</b>			<b>MATERIAL LOADED</b>					<b>PLANT NO.</b>	
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY	<b>OPERATOR</b>		
149	1	1.33	0	003	cold mix	53.31	RUBEN RDZ		
<b>WEIGHT IN TONS</b>			<b>COMMENTS/DIRECTIONS:</b>				<b>CASH SALE</b>		
GROSS	TARE	NET	HAULED BY HCPCT#3 P.O.#702420				PRICE PER TON	\$	
4.560	3.230	1.330					CONTRACT #		MATERIAL COST
0.000 ← TRUCK MAXIMUMS →		0.000					HAUL COST	\$	
<b>JOB INFORMATION</b>								SALES TAX	\$
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME				TOTAL	\$
2	2.23	180.00	0.00	YARD 					

Driver: JOE VECA Rcvd By: JOE VECA Insp: \_\_\_\_\_

RECEIVED BY  
 COUNTY AUDITOR  
 2014 JUL 31 PM 2 51

FRONTERA MATERIALS INC.  
 22630 NORTH FM 88 ELSA TX TEL 956-5190028  
 REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(

960896

Ticket Number 31136	
DATE: 4/23/2014	TIME: 8:27 AM

<b>SOLD TO:</b> HCPCT#3 MISSION TX			<b>CUSTOMER NO.</b> N. <b>JOB ORDER NUMBER</b> 702420		<b>DELIVERED TO:</b> ABRAM. OJO DE AGUA CAMPO SANTOS				
<b>TRUCK INFORMATION</b>			<b>MATERIAL LOADED</b>				<b>PLANT NO.</b> REAV OPERATOR RUBEN RDZ		
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY			
79	1	0.90	0	003	cold mix	34.46			
<b>WEIGHT IN TONS</b>			<b>COMMENTS/DIRECTIONS:</b> HAULED BY HCPCT#3 P.O#702420				<b>CASH SALE</b>		
GROSS	TARE	NET					PRICE PER TON	\$	
4.800	3.900	0.900					MATERIAL COST	\$	
0.000 ← TRUCK MAXIMUMS →		0.000	<b>CONTRACT #</b>				HAUL COST	\$	
<b>JOB INFORMATION</b>									
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME				SALES TAX	\$
1	0.90	179.55	0.00	YARD <i>S. J. R.</i>				<b>TOTAL</b>	\$

Driver: Roberto Mtz Rcvd By: Roberto Mtz Insp: \_\_\_\_\_

2014 SEP 9 PM 3 05  
 COUNTY AUDITOR

RECEIVED BY  
 COUNTY AUDITOR  
 2014 JUL 31 PM 2 51

FRONTERA MATERIALS INC.  
 22630 NORTH FM 88 ELSA TX TEL 956-5190028  
 REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMR  
 MANUAL WEIGHT \*\*

960969

Ticket Number 31209  
 DATE: 7/24/2014 TIME: 1:30 PM

<b>SOLD TO:</b> HCPCT#3 MISSION TX		<b>CUSTOMER NO.</b> N. <b>JOB ORDER NUMBER</b> 702420	<b>DELIVERED TO:</b> Mocrpild Willa 7 MI Norte
--	--	--	--

TRUCK INFORMATION			MATERIAL LOADED				PLANT NO. REAV OPERATOR RUBEN RDZ
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY	
79	2	1.44	0	003	cold mix	13.20	

WEIGHT IN TONS			COMMENTS/DIRECTIONS: HAULED BY HCPCT#3 P.O#702420	CASH SALE	
GROSS	TARE	NET		PRICE PER TON	\$
4.570	**3.830**	0.740	CONTRACT #	MATERIAL COST	\$
0.000	← TRUCK MAXIMUMS →	0.000		HAUL COST	\$

JOB INFORMATION					SALES TAX	\$
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME	TOTAL	\$
2	1.44	183.93	0.00	YARD <i>S. J. Ray</i>		

Driver: *Ruben* Rcvd By: *Ruberto* Insp: \_\_\_\_\_

RECEIVED BY  
 COUNTY AUDITOR  
 2014 JUL 31 PM 2 51

FRONTERA MATERIALS INC.  
 22630 NORTH FM 88 ELSA TX TEL 956-5190028  
 REAVIS PIT ( ) CANTU PIT ( ) LA JOYA HMP(

960943

Ticket Number		31183
DATE:	4/24/2014	TIME: 8:32 AM

<b>SOLD TO:</b>			<b>CUSTOMER NO.</b>		<b>DELIVERED TO:</b>		
HCPCT#3			N.		<i>Morfield Milla 7 Al Norte</i>		
MISSION TX			JOB ORDER NUMBER				
			702420				
<b>TRUCK INFORMATION</b>			<b>MATERIAL LOADED</b>				<b>PLANT NO.</b>
NUMBER	LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY	REAVIS OPERATOR
79	1	0.70	0	003	cold mix	0.70	RUBEN RDZ
<b>WEIGHT IN TONS</b>			<b>COMMENTS/DIRECTIONS:</b>			<b>CASH SALE</b>	
GROSS	TARE	NET	HAULED BY HCPCT#3 P.O.#702420			PRICE PER TON	\$305
4.530	3.830	0.700				CONTRACT #	MATERIAL COST
← TRUCK MAXIMUMS →		0.000				HAUL COST	\$
<b>JOB INFORMATION</b>							
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME			
1	0.70	183.19	0.00	YARD <i>SJR</i>			
					SALES TAX	\$	
					TOTAL	\$	

Driver: *Robert* Rcvd By: *Robert MTZ* Insp: \_\_\_\_\_

ATTN: Yolanda Estrada

RECEIVED  
COUNTY AUDITOR

2014 SEP 9 PM 2:05

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

**HIDALGO COUNTY AUDITOR'S OFFICE**  
County Administration Building 3rd Floor  
2808 S. Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

**MAILING ADDRESS:**  
HIDALGO COUNTY AUDITOR'S OFFICE  
P. O. BOX 689  
EDINBURG, TEXAS 78540-0689

## OFFICE OF THE COUNTY AUDITOR

### NOTICE OF DISCREPANCY AND/OR ADVISORY

**DATE:** 08/12/2014

**TO:** Louie Mendoza

**DEPARTMENT:** (123) COMMISSIONER, PRECINCT 3

**FROM:** Yolanda Estrada

**PHONE:** (956)-318-2511 ext 4622

**REFERENCE:** FRONTERA MATERIALS, INC. Invoice #214-11374

THE FOLLOWING DOCUMENT (S), i.e. **Invoice #214-11374** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- OTHER:
- COMMENTS / RECOMMENDATION: This invoice cannot be processed because contract #C-13-012-04-09 was expired 04-11-14 and no extension is in place to cover charges dated 04-30-14. A new contract went into affect June 2014.

No extension in place to cover charges. cye.

Modifying new PO # 710053 to refer to old PO

Due to contract expiring  
Thank you!

RECEIVED  
AUG 13 2014  
BY: [Signature]

9/15/14  
Waiting for Louie to get back to me.

COUNTY AUDITOR'S FORM: RE-CA-020  
REVISED: 08/2010

RECEIVED  
SEP 09 2014  
[Signature]

New Contract # C-14-139-0603

### HIDALGO COUNTY DISTRICT JUDGES



- |                                       |                                     |   |  |  |  |                                   |                                    |  |
|---------------------------------------|-------------------------------------|---|--|--|--|-----------------------------------|------------------------------------|--|
| JAIME E. TIJERINA<br>JUDGE, 92ND D.C. | RODOLFO DELGADO<br>JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES<br>JUDGE, 139TH D.C. | ROSE GUERRA REYNA<br>JUDGE, 206TH D.C. | JUAN R. PARTIDA MARIO E. RAMIREZ, JR.<br>JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR.<br>JUDGE, 332ND D.C. | NOE GONZALEZ<br>JUDGE, 370TH D.C. | LETICIA LOPEZ<br>JUDGE, 389TH D.C. | AIDA SALINAS FLORES<br>JUDGE, 398TH D.C. |
|---------------------------------------|-------------------------------------|---|--|--|--|-----------------------------------|------------------------------------|--|

9-30-14: New contract went into effect 6/3/14

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

**HIDALGO COUNTY AUDITOR'S OFFICE**  
County Administration Building 3rd Floor  
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**MAILING ADDRESS:**

HIDALGO COUNTY AUDITOR'S OFFICE  
P. O. BOX 689  
EDINBURG, TEXAS 78540-0689

**OFFICE OF THE COUNTY AUDITOR**

**NOTICE OF DISCREPANCY AND/OR ADVISORY**

**DATE:** 09/30/2014

**TO:** Louie Mendoza

**DEPARTMENT:** (123) COMMISSIONER, PRECINCT 3

**FROM:** Yolanda Estrada

**PHONE:** (956)-318-2511 ext 4622

**REFERENCE:** FRONTERA MATERIALS, INC. Invoice #214-11374

THE FOLLOWING DOCUMENT (S), i.e. Invoice #214-11374 IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- SIGNATURE OR DATE NOT PRESENT
- SYSTEM SHOWS INVOICE PAID
- INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE \$
- NEEDS APPROVAL OF:
- NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- NEEDS CORRECTION(S):
- NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- OTHER:
- COMMENTS / RECOMMENDATION: This invoice cannot be processed because an extension after the contract was expired 4-11-14, was not in place. A new contract went into effect on June 3, 2014, which does not apply to this invoice. Please contact the purchasing department for further recommendation.

2nd Discrepancy

COUNTY AUDITOR'S FORM: RE-CA-020  
REVISED: 08/2010



**HIDALGO COUNTY DISTRICT JUDGES**

JAIME E. TIJERINA 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.	LETICIA LOPEZ JUDGE, 389TH D.C.	AIDA SALINAS FLORES JUDGE, 398TH D.C.
---------------------------------------	-------------------------------------	---	--	--------------------------------------	--	-----------------------------------	------------------------------------	--



# Purchase Order COUNTY OF HIDALGO

RECEIVED BY  
COUNTY AUDITOR

2014 SEP 9 P 7:05  
PO# 702420

DATE: 01/02/14

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 125717

REQ: 00248832

PHONE: (956) 968-0349

Fax: (956) 968-0609

EMAIL:

SHIP TO: HIDALGO CO. PCT 3

724 N. BREYFOGLE  
MISSION TX 78574

FRONTERA MATERIALS, INC  
P.O. BOX 1449  
ELSA TX 78543-1449

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

SPECIAL INSTRUCTIONS: REQ# 7

### VENDOR NOTES

- Do not add to, or alter this Purchase Order. This Order is not renewable.
- TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate
- This Order is also passed F.O.B. Destination. Vendor must repay all shipping costs.
- Invoice each Purchase Order singly. Original invoices are required; customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages.
- Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-012-04-09 EXP 4-11-14 ****APPROVED BY SAUL RAMIREZ**** ****CONTRACT# C-13-012-04-09****		
1.00	EACH	CC (ITEM# N/A) OPEN PURCHASE ORDER FOR HOT-MIX COLD LAID @ \$83.50 PER TON	15,000.00	15,000.00
		TOTAL:		15,000.00
		FOR USE AT PRECINCT#3 FOR HOT MIX COLD LAID FOR POT HOLES FOR REPORTING# BRUNNBSRQAB66-HCR-SAPE OR 1-866-427-7233		
		***** For Hidalgo County use only 4-1200-431-00-123-005-0-673	15,000.00	

Authorized by:

*Martha Salazar*

AI-57131

Purchasing Department 21. D. 1.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
- b. Presentation of a scoring grid (for the purpose of ranking by CC) the firms graded and evaluated through the County's approved "pool" of professional engineering services for continuation of the "Sunflower Park Project" located within Precinct No. 4.

FIRMS	South Texas Infrastructure Group, LLC	Pena Engineering, LLC	Entech Civil Engineers, Inc.
Evaluator 1	98	95	93
Ranking			

- c. Authority for the Purchasing Department to negotiate a professional engineering service agreement with the No. 1 ranked firm: \_\_\_\_\_ for the provisions of "professional engineering services" for the continuation of the "Sunflower Park Project" in Precinct No. 4.

**BACKGROUND**

Request by Pct 4  
Scoring Grid

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-124-007-0-334

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding will be identified when final negotiated contract is approved.

**Attachments**

CIQ-Pct 4 (Sunflower Park Project)- Pct 4

GRID-(Con't) Sunflower Park Proj-Pct 4

**Form Review**

Inbox

Reviewed By

Date

Purchasing Department	Veronica Ortiz	10/28/2016 11:35 AM
Merlen P. Munoz	Veronica Ortiz	10/28/2016 11:36 AM
Purchasing Department	Marty Salazar	10/28/2016 12:03 PM
Budget & Management	Veronica Ortiz	10/28/2016 01:37 PM
Merlen P. Munoz	Merlen P. Munoz	10/28/2016 01:57 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Letty Saenz		Started On: 10/28/2016 10:51 AM
Final Approval Date: 10/28/2016		

## NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Maria D. Lucio

Title/Position: Executive Assistant

Contract for Goods/Services: Sunflower Park

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Pena Engineering, LLC
2. South Texas Infrastructure, LLC
3. Entech Civil Engineers, Inc.
4. \_\_\_\_\_

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding \$100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed:

Date:

Maria D. Lucio

10-28-16

**PROFESSIONAL ENGINEERING SERVICES**  
for  
**“(CON’T) of SUNFLOWER PARK PROJECT”**  
**HIDALGO COUNTY PRECINCT No. 4**

**Scoring & Evaluation**  
**GRID**

**Engineering Firms**

<b>FIRMS</b>	<b>South Texas Infrastructure Group, LLC</b>	<b>Pena Engineering, LLC</b>	<b>Entech Civil Engineers, Inc.</b>
<b>Evaluator 1</b>	<b>98</b>	<b>95</b>	<b>93</b>
<b>RANKING</b>			

\*Scoring/Evaluation-completed by HC Precinct No. 4-Lulu Lucio

AI-57087

Purchasing Department 21. D. 2.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

Acceptance and approval of Change Order No. 7 to extend the term an additional thirty (30) days under agreement # C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction (reviewed/recommended by project architect Mata-Garcia Architects, LLP) for: Precinct 4-"Construction of a CRC in San Carlos".

**BACKGROUND**

Change Order #7-Foremost Construction  
Email request by pct 4

---

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1345-419-40-124-123-0-730

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

**BUDGETARY IMPACT:**

Funds available pending CC approval of AI-57088.

---

**Attachments**

Change Order #7-Foremost Construction-C-13-072A-11-19-Pct 4

email request by Pct 4

email frm pct 4-acct # & transfer

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 03:55 PM
Budget & Management	Veronica Ortiz	10/27/2016 04:53 PM
Glinda Pacheco	Glinda Pacheco	10/28/2016 11:09 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Letty Saenz		Started On: 10/27/2016 01:30 PM
Final Approval Date: 10/28/2016		

# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 007	OWNER: <input type="checkbox"/>
Hidalgo County Pct.4, San Carlos CRC San Carlos, Texas	<b>DATE:</b> October 24, 2016	ARCHITECT: <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b> 2013105	CONTRACTOR: <input type="checkbox"/>
Couric Enterprises,LLC Foremost Construction 26986 Bass Blvd Harlingen, Texas 78552	<b>CONTRACT DATE:</b> November 19, 2013	FIELD: <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	OTHER: <input type="checkbox"/>

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
Proposed alterations to the CRC Building based on Proposal No. CRC-7 (see attached)  
\$7,000.00 Upgrade Transaction drawer with bullet proof glass Window

The original Contract Sum was	\$ 1,211,000.00
The net change by previously authorized Change Orders	\$ 165,900.00
The Contract Sum prior to this Change Order was	\$ 1,376,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7000.00
The new Contract Sum including this Change Order will be	\$ 1,383,900.00

The Contract Time will be increased by **Thirty** (30) days.  
The date of Substantial Completion as of the date of this Change Order therefore is November 30, 2016

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Mata+Garcia Architects,LLP	Couric Enterprises,LLC Foremost Construction	County of Hidalgo
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
1314 Ivy Ave. McAllen, Tx 78501	26986 Bass Blvd. Harlingen Tx 78552	1051 N. Doolittle Rd. Edinburg TX 78542
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
		
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
(Typed name)	(Typed name)	(Typed name)
10/24/2016	10-24-16	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

## COURIC ENTERPRISES LLC, DBA FORMEOST CONSTRUCTION

We respectfully submit the following proposal.


Date: 10/22/2016  
PROPOSAL # CRC7

Submitted To: Hidalgo County  
2812 BUS. HWY. 281  
Edinburg, TX 78539

PROJECT: San Carlos Community  
Resource Center  
107 Sunflower Rd  
L/A Blanca, Tx 78576

Change Order No. 7

Qty	Description	This Period	Total Line	Balance Total
1	Transaction drawer			\$3,000
1	Bulletproof Glass Window			\$3,000
1	Repair Opening			\$1,000
			<b>Total</b>	<b>\$7,000</b>

Proposal Submitted & Signed By:  \_\_\_\_\_

Zimbra

maria.lucio@co.hidalgo.tx.us

---

**Fw: PO CRC - Tempered Glass**

---

**From :** eric solis <foremostco@hotmail.com>  
**Subject :** Fw: PO CRC - Tempered Glass  
**To :** Maria Lucio <maria.lucio@co.hidalgo.tx.us>

Wed, Oct 26, 2016 11:25 AM

Courtney Solis  
Couric Enterprises, LLC  
Foremost Construction  
26986 Bass Boulevard  
Harlingen, Texas 78552  
956.241.0694 ph.  
956.428.6123 fax  
Foremostco@hotmail.com

---

**From:** Phil MacLaird <rgvglassinc@yahoo.com>  
**Sent:** Wednesday, October 26, 2016 11:21 AM  
**To:** eric solis  
**Subject:** Re: PO CRC - Tempered Glass

Eric

This is to confirm that the Transaction Window has been ordered and will take approximately 5-6 weeks to arrive.

Since this is a special order I was required to pay up front, that being said; there is no cancelation possible for this product.

Also since submittals are waived the details are as follows: Frame Finish - Bronze, Glass - Level 1 Bullet Resistant.

I will notify you upon its receipt so that you can prepare the opening and we can do the installation.

Thank you  
Phil

On Wednesday, October 26, 2016 10:43 AM, eric solis <foremostco@hotmail.com> wrote:

Attn: Phil

Nancy Carpio  
Couric Enterprises, LLC  
Foremost Construction  
26986 Bass Boulevard  
Harlingen, Texas 78552  
956.241.0694 ph.  
956.428.6123 fax  
Foremostco@hotmail.com


---

**Zimbra****leticia.saenz@co.hidalgo.tx.us**

---

**Change Order No. 7 Foremost**

---

**From :** Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Oct 27, 2016 11:17 AM  
**Subject :** Change Order No. 7 Foremost  1 attachment  
**To :** Leticia H. Saenz  
<leticia.saenz@co.hidalgo.tx.us>, Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>  
**Cc :** Martha Salazar  
<martha.salazar@co.hidalgo.tx.us>, Nick Perez <nick.perez@co.hidalgo.tx.us>

Good Morning Ladies,

We would like to place the following change order on the next agenda.

We will be providing you the AI for the increase of \$7,000.00 shortly.

Should you have any questions, please let me know, thank you for all your help!

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

**20161027101758382.pdf**496 KB

---

**Zimbra****leticia.saenz@co.hidalgo.tx.us**

---

**Re: Change Order No. 7 Foremost**

---

**From :** Nick Perez <nick.perez@co.hidalgo.tx.us>

Thu, Oct 27, 2016 01:56 PM

**Subject :** Re: Change Order No. 7 Foremost**To :** Maria Lucio <maria.lucio@co.hidalgo.tx.us>**Cc :** Martha Salazar

&lt;martha.salazar@co.hidalgo.tx.us&gt;, Leticia H. Saenz &lt;leticia.saenz@co.hidalgo.tx.us&gt;, Yvette Salinas &lt;yvette.salinas@co.hidalgo.tx.us&gt;

Agenda item for transfer is 57088. Account being increased by \$7,000.00 is 6-1345-419-40-124-123-0-730. Purchase order number is 703489.

Respectfully,

Nick Perez  
Fixed Asset ManagerHidalgo County Pct.#4  
1051 N. Doolittle Rd.  
Edinburg, TX 78539Office: (956)383-3112 Ext. 4008  
Cell: (956)445-3879  
Fax: (956)381-5905  
E-Mail: Nick.Perez@co.hidalgo.tx.us

----- Original Message -----

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>  
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>  
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Nick Perez" <nick.perez@co.hidalgo.tx.us>  
Sent: Thursday, October 27, 2016 11:17:55 AM  
Subject: Change Order No. 7 Foremost

Good Morning Ladies,

We would like to place the following change order on the next agenda.

We will be providing you the AI for the increase of \$7,000.00 shortly.

Should you have any questions, please let me know, thank you for all your help!

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

---

AI-57079

Purchasing Department 21. D. 3.

CC - REGULAR

Meeting Date: 11/01/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

As directed by Pct., requesting rescission of action taken by (CC 05/25/16 - REG. #20 (d)(1) - AI-54765), Selection/Ranking and Authority to Negotiate with the #1 firm selected, Mata-Garcia Architects for "Architectural Services" for which no final form of agreement was reached for the "Brewster Park Project".

**BACKGROUND**

CC minutes 05/25/16

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**Fiscal Impact**

**Attachments**

CC minutes 05/25/16

backup

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**Form Review**

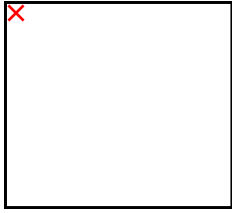
<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 09:49 AM
Budget & Management	Veronica Ortiz	10/27/2016 10:07 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Letty Saenz		Started On: 10/26/2016 04:49 PM
Final Approval Date: 10/28/2016		

**SPECIAL MEETING - May 25, 2016**

**BE IT REMEMBERED, that on this 25th day of May A.D., 2016, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

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

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



**AGENDA**  
**CC REGULAR**  
**HIDALGO COUNTY**  
**COMMISSIONERS COURT**  
**MEETING**  
**May 25, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

1. **Roll Call**  
All members of the court were in attendance.
  
2. **Pledge of Allegiance**  
Judge Garcia led the courtroom in reciting the Pledge of Allegiance.
  
3. **Prayer**  
Mr. Jesus Ozuna led the courtroom in Prayer.  
  
Judge Garcia requested a moment of silence in honor and memory of Mr. Ramon Chapa, husband to County Judge's Office, Chief of Staff Mrs. Yolanda Chapa.  
  
The judge also requested for court to pay respect and gratitude for the upcoming Memorial Day.
  
4. **Approval of Consent Agenda**  
No concerns presented, the court approved the Consent Agenda.  
  
Commissioner Flores stepped away from the meeting.  
  
*Court proceeded to Item.17.A.*
  
5. **County Judge's Office:**

**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-54755 Consideration, discussion and applicable action and/or direction on any/all aspects of professional services required for the design and construction of a New Hidalgo County Courthouse, including, but not limited to the following:
  - A. Selection of architectural firm;
  - B. Method of construction: Conventional Bid, Construction Manager at Risk, Design/Build, etc.;
  - C. Status of negotiations with ranked Construction Material/Geo-technical Testing firm;
  - D. Status of negotiations on off-site Civil Engineering related to closure of 281, drainage improvements, etc.;
  - E. Status of Program and/or Project Manager Services;
  - F. Other related professional services.

Judge Garcia recognized their request for these items on the agenda however, looking into the suggestions made by their lawyer and other involved individuals, judge stated his preference to focus on the status of the program manager services. The judge specified that it would be best to hire that consultant to provide them with advise on the correct steps to take.

*Court took no action on Item. 20.A.1. A,B and C.*

Under Item.20.A.1.D., Mrs. Salazar informed the court that they are waiting on the ranking of firms, and at different options for negotiating contracts. She commented to the court members that Items. D, E, and F, are at the top of the list.

Commissioner Palacios and Commissioner Cantu restated the judge's position on the importance of the project manager services.

In relation to Item.20.A.1.E., Mrs. Salazar indicated that at they have several options. One, they have a construction management pool or they could chose to go out on a program and/or management services RFP; she commented that they could rely on their chosen attorney to guide them in the score services credentials for the RFP.

- 4. AI-54683 Acceptance and approval to execute the final form of a Professional Surveying Agreement with Civil Design Services, Inc. dba CDS Muery, for "Road and Bridge, C.I.P., and Other Projects in General (On An As Needed Basis),"as approved for negotiations on CC 5/10/16, and subject to compliance with HB23 and HB1295 [if and when applicable];

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

**Vote:** 4 - 0 - Unanimously

- 5. AI-54509 Presentation of Bids received (as detailed in tabulation sheet contained herein) for the purpose of award to the responsible vendor submitting the lowest and best bid [including meeting specifications and/or requirements] with approval of contract document, ts for project titled: Hidalgo County Precinct No. 2-"Hauling Services for all Road Materieals" through RFB No.: 2016-079-04-20-SGS

*Court took no action on this item.*

**D.**

**Pct. 4**

- 1. AI-54765 A. Requesting an order for the exemption from competitive bidding requirements under Tx. LGC, 262.024(a(4), a professional service;

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

**Vote:** 4 - 0 - Unanimously

B. Presentation of the scoring grid [for the purpose of ranking by CC] the nominated firms from HC approved pool of architectural services providers in connection with Brewster Park Project in Pct. #4;

Evaluation	Fulcrum	Gignac	Mata- Garcia
Scoring	92	96	97
Ranking	3	2	1

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

**Vote:** 4 - 0 - Unanimously

**APPROVED**

C. Authority fort he purchasing department to commence negotiations with the number one ranked firm of **Mata - Garcia** to finalize an AIA form of agreement for the provision of architectural services in connection

with Brewster Park project in Pct. #4

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

**Vote: 4 - 0 - Unanimously**

2. AI-54722 Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 4: "Mile 17 1/2 Road Paving & Drainage Improvements" (CC award action AI 54418 on 05/10/2016) to Texas Cordia Construction, LLC, in the total amount of \$345,880.39 for contract # C-16-120-05-10 reviewed and approved as to form by Legal Counsel.

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

**Vote: 4 - 0 - Unanimously**

3. AI-54749 A. Requesting approval of an order for exemption from competitive bidding requirements, under Tx.LGC, 262.024(a)(4), a professional services;

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

**Vote: 4 - 0 - Unanimously**

B. Presentation of the scoring grid of the nominated firms [from HC approved pool of Construction Materials/Geo-technical Testing Firms] for the purpose of ranking by HCCC so as to continue to the next phase of the protocol for engagement of professional services in connection with Alberta Drain Project in Pct. #4;

Evaluation	Millennium Eng. Group, Inc.	Earth Co, LLC	TSI, LAB., INC.
Scoring	98	97	95
Ranking	1	2	3

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

**Vote: 4 - 0 - Unanimously**

C. Authority for the purchasing department to commence negotiations with the number one ranked firm of **Millennium Eng. Group, Inc.** for the purpose of engagement through a professional services contract document for the provision of Construction Materials/Geo-technical

**Zimbra****leticia.saenz@co.hidalgo.tx.us**

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**Rescind Action for Mata Garcia Architects- Brewster Park**

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**From :** Maria Lucio <maria.lucio@co.hidalgo.tx.us> Wed, Oct 26, 2016 04:07 PM  
**Subject :** Rescind Action for Mata Garcia Architects-  
Brewster Park  
**To :** Leticia H. Saenz  
<leticia.saenz@co.hidalgo.tx.us>  
**Cc :** joseph.palacios  
<joseph.palacios@co.hidalgo.tx.us>, Martha  
Salazar <martha.salazar@co.hidalgo.tx.us>

Good Afternoon Letty,

Please be advised that the Precinct would like to rescind any action taken to enter into agreement with Mata-Garcia Architects for Brewster Park (AI-54765).

Thank you for all your help, please let me know if you have any questions.

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

---

AI-57080

Purchasing Department 21. E. 1.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Rudy Salinas, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

- A. Approval to amend a previous Sole Source Declaration for Spillman Technologies Inc. to include the entire existing suite of comprehensive software and hardware solutions and for all future hardware, software, & maintenance purchases in order to operate and maintain their Law Enforcement Systems such as, but not limited to Driver's License Scanning Solution, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), & Uniform Crime Reporting (UCR);
- B. Approval to purchase an upgrade to the existing Uniform Crime Reporting software as quoted by Spillman Technologies Inc. to include TX-IBR / NIBRS Software and Installation in the amount of \$83,033.00.

**BACKGROUND**

Previous Sole Source AI-35182 was Approved on 11/13/12. UCR upgrade is mandated by the FBI's transition from standard UCR to a NIBRS only data collection system (see attached FBI Letter). Spillman Quote# QUO-10132-V3F0F0

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1284-421-00-280-093-7-336

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1284-421-00-280-093-7-761

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req#308471

**Attachments**

Requisition

Quote

AI-35182

Sole Source Docs

FBI Letter

HB1295

Debarment

---

**Form Review**

**Inbox**

Purchasing Department

Budget & Management

Final Approval

Form Started By: Rudy Salinas

Final Approval Date: 10/28/2016

**Reviewed By**

Marty Salazar

Veronica Ortiz

Monica Badillo

**Date**

10/27/2016 10:05 AM

10/27/2016 10:06 AM

10/28/2016 02:37 PM

Started On: 10/26/2016 07:08 PM

**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00308471

PO #

Date: 10/21/16

Bill To: x  
x

**Vendor :** 385026  
 SPILLMAN TECHNOLOGIES, INC.  
 4625 LAKE PARK BLVD.  
 SALT LAKE CITY UT 84120  
 FAX (801)902-1210

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY  
 711 EL CIBOLO RD.  
 EDINBURG TX 78539

**Contact:** MIKE GARZA  
 956-393-6024

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM# QUO-10132-V3F0F0, TX NIBRS INSTALLATION SERVICES	13,500.00	13,500.00
1.00	EACH	ITEM3 QUO-10132-V3F0F0, TX NIBRS MAINTENANCE SERVICES	10,044.00	10,044.00
1.00	EACH	ITEM# QUO-10132-V3F0F0, TX NIBRS LICENSING	59,489.00	59,489.00
		Account No _____	Encumbrance	
		6-1284-421-00-280-093-7-336	23,544.00	
		6-1284-421-00-280-093-7-761	59,489.00	
			Freight	.00
			Total	83,033.00

**Authorized By:** \_\_\_\_\_

## Quote and Purchase Addendum

Quoted Date: September 23, 2016      Quote Number: QUO-10132-V3F0F0  
December 31, 2016

### Services Included

#### Included in Quote

- TX IBR

#### Package Quote

\$83,033

\$92,978 Original Cost

Implementation: \$13,500

Install

Project Management

Training- Originally not included in quote to adhere to grant stipulations. \$17,000 training added at no additional cost.

Legacy TX IBR to be implemented by end of 2016

Sentryx TX IBR to be implemented 2017 at no additional cost

One Year maintenance from time of IBR Go-live : \$10,044

Ongoing Development

Ongoing Q&A

Support

Licensing: \$59,489

Development

QA

Program Management

### Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$10,044



## Quote and Purchase Addendum

Quoted Date: September 23, 2016      Quote Number: QUO-10132-V3F0F0  
December 31, 2016

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

**Hidalgo County Sheriff's Office**

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**AI-35182**

**19. G. 2.**

**CC REGULAR**

Meeting Date: 11/13/2012

Submitted For: Martha Salazar

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting clarification and approval to amend Sole Source Declaration (approved by CC 06/12/12-AI #32625) for Spillman Technologies, Inc. to include the purchase of all future purchases of equipment, licenses, software, maintenance-support and related services for the Sheriff's Office current Electronic Drivers License Scanning Solution System with the term through the life of the equipment/software/maintenance-support & related services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-421-00-280-001-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 216041 as of 11-9-12 \$20,351.74 for Spillman Technologies.

Object Code:

665 \$10,487.00

336 \$ 9,864.74

FISCAL YEAR: 2012

ACCT. #: 2-1229-421-00-280-007-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 225126 as of 11-9-12 \$17,234.33 for Spillman Technologies.

Object Code:

665 \$13,842.84

336 \$ 3,391.49

Attachments

Spillman

Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2012 03:08 PM
Budget & Management	Merlen P. Munoz	11/08/2012 03:15 PM
Manuel Chapa	Manuel Chapa	11/09/2012 09:35 AM
Auditor's Office	agarcia	11/09/2012 03:46 PM



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**"SOLE SOURCE DECLARATION"**

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent *mls*

DATE: 06/19/2012

RE: "Sole Source Declaration" Spillman Technologies, Inc.

The Hidalgo County Sheriff's Office Law Enforcement Facility currently possesses and utilizes the E-SEEK M-250 DL Scanners since 08/2011 and would like to purchase 25 more. These scanners are designed to help streamline the workloads and allow easier access to vital public safety information in a timely manner.

Spillman Technologies, INC. is the Sole Source for providing an electronic driver license scanning solution. There are two pieces to this project, a software component that is integrated specially into Spillman's Mobile Software and the hardware, which is interfaced to the Spillman Mobile Software and DL Scanning suite.

Therefore, the Hidalgo County Sheriff's Law Enforcement Facility requires the purchase and the continued renewal of the software maintenance and support with Spillman Technologies, Inc.

October 11, 2016

RE: Single Source Document for Spillman IBR Module

To whom it may concern:

Hidalgo County Sheriff's Office currently uses software provided by Spillman Technologies, Inc. for its public safety operations. The S.O. plans to supplement this technology with Spillman's Incident Based Reporting (NIBRS) module. The requested software is developed and supported entirely by Spillman Technologies, Inc. As the sole owner and developer of the existing software solution in place at Hidalgo County Sheriff's Office, and as the sole owner and developer of the requested software and services that are proprietary to Spillman, it is recognized that there is no substitute vendor or product that can provide the integrated system offered by Spillman.

Other vendors cannot provide the mobile integration to the Spillman system. With the Spillman solution, the files access the master files, create Involvements based on the information entered into the form, the calls tracked by Spillman CAD (Computer-Aided Dispatch) are viewable, and the form itself can be saved as an attachment to the record. No other vendor offers this functionality or this level of integration, thereby necessitating this Single Source Document. Additionally, Spillman software licenses are not sold through retail outlets, brokers, or integrators.

Spillman Technologies is the single source provider for all requested Spillman products and services. Specifically, the requested software is developed by the Spillman Product Development Division, and all training for Spillman software is provided by the Spillman Customer Education Department. The installation and implementation of our software products are provided by the Spillman Installation Department and the Client Services Department. Maintenance and support for the Spillman software is provided by the Spillman Technical Support Department. All said products and services are provided through Spillman Technologies.

Please call me if I can be of further assistance. My contact information is:  
1-800-860-8026, ext. 1908, (Cell) 435-512-3868 or by e-mail: [tarcher@spillman.com](mailto:tarcher@spillman.com).

Sincerely,  
Troy Archer  
Sr. Account Sales Executive



# Purchasing Department

County Of Hidalgo

## MEMORANDUM

“SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent *mls*

DATE: October 25, 2016

RE: “Sole Source Declaration”- Spillman Technologies Inc.

---

The Hidalgo County Sheriff's Office currently possess and utilizes a suite of comprehensive Spillman Technologies software solutions and/or components in order to operate and maintain their Law Enforcement Systems such as Driver's License Scanning Solution, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), Uniform Crime Reporting (UCR).

Since the original hardware / software was acquired through Spillman Technologies, the purchase of all future equipment, software, licenses, software modules, upgrades, and maintenance-support are to be considered a sole source purchase as they have proprietary ownership of the existing system used by the Sheriff's Office.

Therefore, the Hidalgo County Sheriff's Office requires the continued Maintenance, Service, Support, and Upgrades from Spillman Technologies Inc. for the life of the system.

**HIDALGO COUNTY PURCHASING DEPARTMENT**  
**SOLE SOURCE AFFIDAVIT**

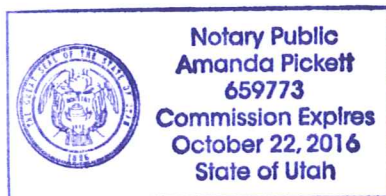
**THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER**

Before me, the undersigned official, on this day, personally appeared Lance Clark  
a person known to me to be the person whose signature appears below, whom after being duly sworn  
upon his/her oath deposed and said:

1. My name is Lance Clark. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Spillman Technologies
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
Incident Based Reporting (NIBRS), and all other existing Spillman Technologies Software Solutions
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature J Clark

SWORN AND SUBSCRIBED TO under oath before me on 21 day of October, <sup>2016.</sup> 2015:



Amanda Pickett  
NOTARY PUBLIC

Amanda Pickett  
PRINTED NAME

October 22, 2016  
MY COMMISSION EXPIRES

COMPANY NAME: Spillman Technologies  
ADDRESS, CITY, STATE & ZIP CODE: 4625 W. Lake Park Blvd, SLC, UT 84120  
PHONE: 800-860-8926 NUMBER: \_\_\_\_\_  
CONTACT NAME AND TITLE: Travis Olney  
WEB ADDRESS www.spillman.com EMAIL: tolney@spillman.com  
FEDERAL TAX ID NUMBER: 07-0398610 TEXAS SALES TAX NUMBER: \_\_\_\_\_

May 9, 2016

TO: State Uniform Crime Reporting (UCR) Program Managers

RE: The FBI's Transition to a National Incident-Based Reporting System (NIBRS)-Only Data Collection

Recent events across the nation have underscored the importance of having informed conversations about policing and crime policy. The FBI has a longstanding tradition of collecting and providing crime statistics for transparency and accountability in policing through its UCR Program. However, the time for improvement and the need for more precise data has arrived. After careful consideration, the FBI plans to discontinue its Summary Reporting System (SRS) for crime statistics and fully transition the UCR Program to the data-rich National Incident-Based Reporting System (NIBRS) data collection. This transition is supported by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB), the International Association of Chiefs of Police, Major Cities Chiefs Association, Major County Sheriffs' Association, and the National Sheriffs' Association, as well as the Executive Branch of our government. On February 9, 2016, I concurred with the APB recommendation:

“The FBI UCR Program will transition to a NIBRS-only data collection by January 1, 2021, and will evaluate the probability of achieving that goal on an annual basis. Federal, state, local, and tribal agencies unable to meet the five year transition and who have committed to transitioning to NIBRS will collaborate with the FBI CJIS to develop a transition plan and timeline for conversion.”

By transitioning to a NIBRS-only data collection over the next five years, the FBI will have faster access to more robust data that is necessary to show how safe our communities are and to help law enforcement officials and municipal leaders better allocate resources to prevent and combat crime in their jurisdictions. Through the NIBRS, law enforcement agencies can meet the critical elements of transparency and accountability.

Already, 31 percent of participating agencies report their UCR statistics via the NIBRS. In the last few years, the FBI and the Bureau of Justice Statistics have partnered to increase the number of NIBRS participants through the National Crime Statistics Exchange (NCS-X) initiative. Currently, the FBI and the NCS-X team are working with local and state agencies as well as other law enforcement organizations across the country to improve the way crime data is reported. The FBI understands this transition comes with a financial burden and is committed to helping state UCR programs and the 400 agencies identified through the NCS-X initiative to obtain necessary resources to transition to NIBRS.

The NIBRS is the pathway to richer crime statistics that can improve our ability to address the important issues we face today. As we move forward, the transition from the SRS to

Home (<https://ucr.fbi.gov>) • New UCR Project

# New UCR Project

## New UCR Project

The Criminal Justice Information Services (CJIS) Division has chartered the FBI's New Uniform Crime Reporting (UCR) Project to manage the acquisition, development, and integration of a new and improved data collection system. This project is a top priority for the CJIS Division and the FBI UCR Program. The stated goal for this project is to improve the accuracy and timeliness of the crime data collection and delivery process. The national UCR Program plans to have the New UCR System fully operational in 2017. The New UCR Project will:

- Provide enhanced data management tools for greater efficiency in data collection, processing and maintenance of crime data.
- Provide automated processes.
- Provide tailored reports on an as-needed basis.
- Provide a streamlined publication process that will give users quicker access to the data.

In conjunction with the new UCR development, the National UCR Program staff is working to develop the Crime Data Explorer (CDE), which will provide a more efficient way of disseminating data to the user community. The CDE will be a web-based platform solution to query, view, and make crime data available for download. This new technology will perpetually change the UCR data contributions through the program's ability to provide a more accurate and timely crime collection to the American public. The CDE will allow users to interact with the national crime data in a more intuitive and easy manner.

### New UCR Project Status—September 2016

The New UCR System has moved from a development status to Initial Operating Capability. Currently, the new system is ingesting data for seven pilot states with a goal to have all submitting states and agencies operational in the new system by January, 2017. The new system will run in parallel with the existing mainframe until achieving Final Operational Capability in calendar year 2017.

The Crime Statistics Management Unit has partnered with the General Services Administration's 18F Team to develop the National UCR Program CDE. Delivery of Phase I for this program is scheduled for March 2017.

### ***Explore Our Services***

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## Publications

- Crime in the United States (<https://ucr.fbi.gov/ucr-publications>)
- Law Enforcement Officers Killed and Assaulted (LEOKA) (<https://ucr.fbi.gov/ucr-publications>)
- Hate Crime Statistics (<https://ucr.fbi.gov/ucr-publications#Hate>)- National Incident-Based Reporting System (NIBRS) (<https://ucr.fbi.gov/ucr-publications>)
- Cargo Theft (pdf) (<https://ucr.fbi.gov/cargo-theft-update>)- Human Trafficking (pdf) (<https://ucr.fbi.gov/human-trafficking>)

## General Resources

- A Word About UCR Data (<https://ucr.fbi.gov/word>)
- UCR Statistics, Their Proper Use (pdf) (<https://ucr.fbi.gov/ucr-statistics-their-proper-use>)
- Data Quality Guidelines (<https://ucr.fbi.gov/data-quality-guidelines-new>)
- UCR Data Tool (<http://www.ucrdatatool.gov/>)
- UCR Program—Summary of Authorities (<https://ucr.fbi.gov/ucr-programsummary-of-authorities>)
- UCR Program Quarterly (<https://ucr.fbi.gov/ucr-program-quarterly>)
- State Program Bulletins and Newsletters (<https://ucr.fbi.gov/state-program-bulletins-and-newsletters/state-program-bulletins-and-newsletters>)(archives)
- UCR Program Contacts (<https://ucr.fbi.gov/contact-the-ucr-program>)
- State UCR Program Contacts (<https://ucr.fbi.gov/state-ucr-program-contacts-1>)
- UCR Quality Assurance Review (<https://ucr.fbi.gov/quality-assurance>)- Related Sites (<https://ucr.fbi.gov/ucr-related-sites>)

## LEOKA Resources

- Overview (<https://ucr.fbi.gov/leoka-resources>)

## NIBRS Resources

- NIBRS Overview (<https://ucr.fbi.gov/nibrs-overview>)

## Recent Program Updates

- New Rape Definition (pdf) (<https://ucr.fbi.gov/recent-program-updates/reporting-rape-in-2013-revised>)
- New Rape Definition Frequently Asked Questions (pdf) (<https://ucr.fbi.gov/recent-program-updates/new-rape-definition-frequently-asked-questions>)- New Rape Fact Sheet (pdf) (<https://ucr.fbi.gov/new-rape-fact-sheet>)

## Data Collections

- National Incident-Based Reporting System (NIBRS) (<https://ucr.fbi.gov/ucr-program-data-collections#National>)
- Summary Reporting System (SRS) (<https://ucr.fbi.gov/ucr-program-data-collections#Summary>)
- Law Enforcement Officers Killed and Assaulted (LEOKA) (<https://ucr.fbi.gov/ucr-program-data-collections#Law>)
- Hate Crime Statistics (<https://ucr.fbi.gov/ucr-program-data-collections>)
- Cargo Theft (<https://ucr.fbi.gov/ucr-program-data-collections#Cargo>)

## Documentation

- Technical Specifications (<https://ucr.fbi.gov/technical-specifications>)
- User Manuals (<https://ucr.fbi.gov/user-manuals>)

RE: The FBI's Transition to a National Incident-Based  
Reporting System (NIBRS)-Only Data Collection

the NIBRS is crucial to our success in providing better, more meaningful national crime data.

Sincerely yours,

James B. Comey  
Director

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-127719

Date Filed:  
10/24/2016

Date Acknowledged:

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

Spillman Technologies  
Salt Lake City, UT United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Hidalgo

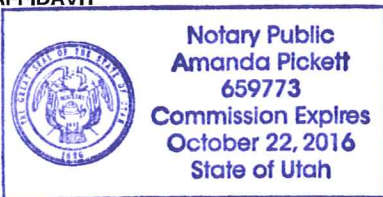
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Req#308471  
Incident Based Reporting (NIBRS) Software Module

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Spillman Technologies	Salt Lake City, UT United States	X	

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**



AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Lance Clark, this the 21 day of October, 2016, to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

Amanda Pickett  
Printed name of officer administering oath

Admin Services manager  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Spillman Technologies  
 Salt Lake City, UT United States

**Certificate Number:**  
 2016-127719

**Date Filed:**  
 10/24/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 County of Hidalgo

**Date Acknowledged:**  
 10/25/2016

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 Req#308471  
 Incident Based Reporting (NIBRS) Software Module

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spillman Technologies	Salt Lake City, UT 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

**SAM Search Results**  
**List of records matching your search for :**  
**Functional Area: Entity Management**  
**Record Status: Active**  
**Entity Name: spillman technologies**

<b>ENTITY</b> Spillman Technologies, Inc	Status:Active
DUNS: 113399679 +4:	CAGE Code: 3LEA5 DoDAAC:
Expiration Date: May 17, 2017	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 4625 Lake Park Blvd	
City: Salt Lake City	State/Province: UTAH
ZIP Code: 84120-5692	Country: UNITED STATES

AI-57063

Purchasing Department 21. F. 1.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

Acceptance and approval of Sole Response received and meeting all specifications and/or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Concrete Mix Delivery & Pickup Services" through project No.: 2016-286-10-05-FAZ.

**BACKGROUND**

BACKGROUND

1. 7 packets sent out-(1) response
  2. Current contract expires: December 8, 2016
  3. New contract commences: December 9, 2016
  4. Sole Bidder - CEMEX
  5. Contract document was reviewed and approved as to form by Legal Counsel.
- 

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-123-005-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-122-006-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1100-431-00-121-005-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-124-007-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

---

**Attachments**

Recommendation of Award Memo

Tabulation Sheet

Participating Log

HB 1295 Signed, Notarized & Acknowledged

Contract Agreement

Legal's Approval

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 09:43 AM
Budget & Management	Veronica Ortiz	10/27/2016 10:04 AM
Glinda Pacheco	Glinda Pacheco	10/28/2016 09:29 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Matilde Faz		Started On: 10/26/2016 01:45 PM
Final Approval Date: 10/28/2016		



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626 / Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Recommendation)

**TO:**

<b>Hon. A. C. Cuellar, Commissioner</b> Hidalgo County Precinct No. 1 ATTN: Raul Lozano / Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa / Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal / Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Lulú Lucio / Román Rodríguez

**FROM:** Matilde "Maty" Faz<sup>MF</sup>, Buyer II  
Hidalgo County Purchasing Department

**DATE:** October 11, 2016

**RE:** **BID AWARD RECOMMENDATION REQUEST-Bid No. 2016-286-10-05-FAZ for HIDALGO COUNTY - "CONCRETE MIX DELIVERY & PICK UP SERVICES"**

We have received ONE (1) bid response in reference with the above-mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.


We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Thursday, October 13, 2016 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible**. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us)**.

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR:	RECOMMENDATION (BASIS)
1. <i>Cemex</i>	<i>sole bidder</i>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: *61200-431-00-121-005-0610*

	<i>Paul Lozano</i>	<i>Pct-1</i>	<i>10/14/16</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**Hidalgo County Purchasing Department**  
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AWARD TO VENDOR:	RECOMMENDATION (BASIS)
1. <b>CEMEX</b>	<b>None or SOLE BID</b>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-00-122-006-0-610

	<b>ARMANDO POMPA</b>	<b>Pct. 2 FIELD OPS</b>	<b>10/11/16</b>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



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**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
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<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal / Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Lulú Lucio / Román Rodríguez

**FROM:** Matilde "Maty" Faz<sup>MF</sup>, Buyer II  
Hidalgo County Purchasing Department

**DATE:** October 11, 2016

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Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR:	RECOMMENDATION (BASIS)
1. <i>Cost</i>	<i>Sp. Bid</i>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-120-431-0-23-05-0-610

	<i>Joe M. Flores</i>	<i>Pct #3</i>	<i>10/20/16</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626 / Fax: (956) 318-2629

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 (Department's Recommendation)

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 Hidalgo County Purchasing Department

DATE: October 11, 2016

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Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR:	RECOMMENDATION (BASIS)
1. <i>CEMEX</i>	<i>Sole Bid</i>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: *0-1200-431-00-124-007-0610*

<i>Per [Signature]</i>	<i>Roman Rodriguez</i>	<i>Roads Bridge</i>	<i>10/11/16</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT RFB TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY - (All Funding Sources, Programs & Entities)**

**RFB OPENING DATE: OCTOBER 5, 2016**

**RFB OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF RFB: "CONCRETE MIX & DELIVERY SERVICES"**

**BID NO: 2016-286-10-05-FAZ**

**BUYER: Matilde "Maty" Faz**

VENDOR NAME / LOCATION	<b>OPTION 1 - CONCRETE ONLY</b> Total Cost Per Cubic Yard			
<b>SOLE BIDDER</b>				
<p style="text-align: center;"><b>CEMEX</b></p> <p style="text-align: center;">3710 S. Expressway 281 Edinburg, TX. 78542</p> <p style="color: red;">Option 1- Vendor Note: <u>Ready Mix Trucks Only- No Dump Trucks</u></p>	3000 PSI	<b>\$ 90.00</b>		
	4000 PSI	<b>\$ 95.00</b>		
	<b>CONCRETE with 1 ½ Fiber Mesh</b>			
	3000 PSI W/ 1 ½ Fiber Mesh	<b>\$ 98.00</b>		
	4000 PSI w/ 1 ½ Fiber Mesh	<b>\$ 103.00</b>		
	<b>OPTION 2 - CONCRETE &amp; DELIVERY</b>			
		Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current / Base Fuel Cost
	<b>Sample</b>	<b>\$3.00</b>	<b>25%</b>	<b>\$ 0.75</b>
	3000 PSI	<b>\$ 99.00</b>	0.00	\$ 0.00
	4000 PSI	<b>\$ 104.00</b>	0.00	\$ 0.00
<b>CONCRETE &amp; DELIVERY – with 1 ½ Fiber Mesh</b>				
3000 PSI w/ 1 ½ Fiber Mesh	<b>\$ 107.00</b>	0.00	\$ 0.00	
4000 PSI w/ 1 ½ Fiber Mesh	<b>\$ 112.00</b>	0.00	\$ 0.00	

1.

Plants: Edinburg, Mission,  
Harlingen and Brownsville

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG**

**DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY - (All Funding Sources, Programs & Entities)*  
*Concrete Mix Delivery & Pickup Services"***

**BID OPENING DATE: OCTOBER 5, 2016**

**BID OPENING TIME: 9:30 A.M**

**BID NO: 2016-286-10-05-FAZ**

**BUYER: Matilde "Maty" Faz**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING EMAILS OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE, FAX NO.s & EMAIL ADDRESS
1) Alamo Concrete / aka: South Texas Concrete Attn: Kent Mullins and K. Harris	Email	Maty Faz	9/19/16	1420 S. 28th / P.O. Box 1518 Edinburg, TX 78539 Phone (956) 381-9886 Fax (956) 383-5854 kharris@alamoconcrete.com
2) CAPA Attn: Steve Boyd	Email	Maty Faz	9/19/16	7301 W. Exp. 83 Mission, TX 78572 Phone (956) 580-2502 Fax (956) 585-8675 (956) 369-5250 sboyd@capatexas.com
3) Central Ready Mix Attn: Richard Linn	Email	Maty Faz	9/19/16	304 W. Railroad San Juan, TX Phone (956) 787-2583 Fax (956) 783-8352 Richard Linn (956) 399-0550 Richardcrml1@cs.com
4) Delta Aggregate & Landscaping Materials Attn: Mr. L	Email	Maty Faz	9/19/16	P.O. Box 2443 Elsa, TX Phone (956) 472-0174 Fax (956) 472- 0020 deltaaggregate@aol.com
5) Varmicon Attn: David Garza	Email	Maty Faz	9/19/16	P.O. Box 531808 Harlingen, TX 78550 Phone (956) 423-6380 Fax (956) 425-3336 dgarza@alamoconcrete.com
6) Virtual Builders Exchange Attn: Jeannette Olguin	Email	Maty Faz	9/19/16	4047 Naco Perrin Ste. 100 San Antonio, TX 78217 Phone (210) 564-6900 fax (210) 564.6902 Direct (210) 918-1124 jeannette@virtualbx.com
7) Tansit Mix Concrete Attn: Edward T. Smith	Email	Maty Faz	9/19/16	3710 S. Exp. 281 Edinburg, TX. 78542 Phone (956) 386-1480 Edwardt.smith@cemex.com
8) Dixon Concrete Products Attn: Oraldo Cardoza	EMR	Maty Faz	9/27/16	Phone (956) 262-1181 Fax (956) 262-1184 dixonconcreteproducts@gmail.com

**\*VIA:  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL REQUEST (EMR)  
TELEPHONE REQUEST (TR)  
IN PERSON (IP)  
FACSIMILE (FAX)**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
CEMEX  
Edinburg, TX United States

Certificate Number:  
2016-125804

Date Filed:  
10/19/2016

Date Acknowledged:

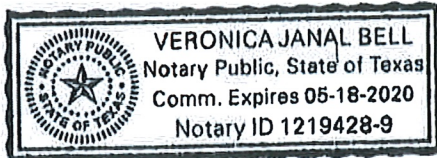
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Hidalgo County

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.  
2016-286  
Ready Mix Concrete

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hidalgo County	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT



AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Edward Troy Smith*  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Edward Troy Smith, this the 19 day of October, 2016, to certify which, witness my hand and seal of office.

*Veronica J Bell*  
Signature of officer administering oath

Veronica J Bell  
Printed name of officer administering oath

Notary  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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Hidalgo County

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2016-286  
Ready Mix Concrete

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			Controlling	Intermediary
	Hidalgo County	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**SERVICE CONTRACT  
C-16-286-11-01**

THIS CONTRACT is made and entered into this 1<sup>st</sup> Day of November, 2016 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Cemex, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **“CONCRETE MIX AND DELIVERY SERVICES OR PICK UP SERVICES”**, as more particularly described in Exhibit “A” (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" (“Vendor’s Bid”) respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **December 9, 2016** and ending on **December 8, 2017**. Hidalgo County at its sole discretion elect the option to extend the contract for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. 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  
302 W. University Drive  
Edinburg, Texas 78539**

If to Company: **Cemex, Inc.  
Attn: Troy Smith, Account Manager  
3710 S. Expressway 281  
Edinburg, Texas 78542**

13. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Contract 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 Contract.

17. This Contract shall be governed by and construed in accordance with the

laws of the State of Texas and shall be performable in Hidalgo County.

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

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

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 our hands in duplicate originals this 1<sup>st</sup> day of November, 2016.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas, Hall & Rodriguez, LLP

By: \_\_\_\_\_  
Stephen L. Crain

**EXHIBIT "A"**  
**REQUEST FOR BIDS (RFB)**  
**PROCUREMENT PACKET**



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 292-7612

September 19, 2016

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Re: **HIDALGO COUNTY - (All Funding Sources, Programs & Entities)**  
Request for Bids - "Concrete Mix Delivery & Pickup Services"  
**RFB No: 2016-286-10-05-FAZ**


Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/faz

Enclosures



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 292-7612

**REQUEST FOR BID (RFB)  
TABLE OF CONTENTS  
HIDALGO COUNTY  
(All Funding Sources, Programs & Entities)  
"Concrete Mix Delivery & Pickup Services"  
Bid No: 2016-286-10-05-FAZ**

1. Request for Bid Letter, consisting of 1 page.
2. Table of contents, consisting of 1 page.
3. Request for Bid, Legal Notice, consisting of 8 pages.
4. Exhibit "A" Specifications consisting of 5 pages.
5. Exhibit "B" Bid Page consisting of 3 pages.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
8. Vendor/Bidder Application, consisting of 2 pages.
9. W-9 form, consisting of 4 pages.
10. Certifications Regarding Debarment consist of 1 page.
11. Draft Service Contract, consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB  
Purchasing Agent

September 19, 2016  
Date

**Bid No: 2016-286-10-05-FAZ**

**Buyer: Matilde "Maty" Faz**

**Tel. No: (956) 318-2626**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

**(All Funding Sources, Programs & Entities)**

### **"CONCRETE MIX DELIVERY & PICKUP SERVICES"**

**BID OPENING DATE:**

**OCTOBER 05, 2016 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Highway 281 – New Administration Building  
Edinburg, Texas 78539  
956 318-2626



1. Sealed bids will be received for **“HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“Concrete Mix Delivery & Pickup 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 feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-286-10-05-FAZ - HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“Concrete Mix Delivery & Pickup Services ”** in County's Purchasing Department with a physical address: 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 05, 2016.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-286-10-05-FAZ “Concrete Mix Delivery & Pickup Services”**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a

written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract Number (if any)
  - d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-286-10-05-FAZ "Concrete Mix Delivery & Pickup Services"**  
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - e) Contract Number must be indicated on all invoices.**
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office  
2808 S. Business Hwy. 281  
Edinburg, Texas 78539  
(956) 318-2511**

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b>October 05, 2016</b>
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

**Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person,

entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
- **NOTICE: ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.**

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

**As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance**

with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB Project No. (2016-286)**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a

successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid  
For  
**HIDALGO COUNTY**  
**(All Funding Sources, Programs & Entities)**  
**“Concrete Mix Delivery & Pickup Services”**  
**BID No. 2016-286-10-05-FAZ**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT “A”**  
**HIDALGO COUNTY**  
**(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**  
**“CONCRETE MIX DELIVERY & PICKUP SERVICES”**  
**BID NO.: 2016-286-10-05-FAZ**

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Hidalgo County is requesting sealed bids for goods and services for “Concrete Mix & Delivery or Pick up Services” on an “**As Needed and as Requested Basis**” in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**Part I - AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS / REQUIREMENTS.**

**Part II - BID PRICE ADJUSTMENT BY HIDALGO COUNTY**

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

**SPECIFICATIONS AND/OR REQUIREMENTS:**

It is intended that the amount of “Concrete Mix” will be purchased only on an “**As Needed and Requested Basis**”. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.
2. Bid price shall be per cubic yard basis with a minimum of 3 to 5 cubic yards per request.
3. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
4. Bidder must be in compliance with all State and Federal rules and regulations.
5. Bidder shall conduct all deliveries during normal business hours of 8:00 a.m. – 5:00 p.m. CST, Monday through Friday, excluding County Holidays. Vendor will make arrangements with the requesting department before scheduling service to insure County personnel will be available to sign the required manifest documents.
6. At Hidalgo County’s request, testing by an independent laboratory may be performed any time during the length of the contract.
7. In the event the material furnished does not meet all County’s requirements (regardless of weather, test’s acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
8. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site.

**EXHIBIT “A”**  
**HIDALGO COUNTY**  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**“CONCRETE MIX DELIVERY & PICKUP SERVICES”**  
**BID NO.: 2016-286-10-05-FAZ**

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**OPTION I – PRODUCT ONLY**

Hidalgo County has the option to pick-up the product, utilizing Precincts hauling forces when required on an “as needed basis”

**MATERIALS NEEDED:**

**Concrete Mix** - will be supplied and delivered from your plant to different locations within Hidalgo County, as requested.

1. 3000 PSI (Slump 1-7)
2. 4000 PSI (Slump 1-7)

**OPTIONAL MATERIAL WITH FIBER MESH:** as shown on Exhibit “B”, will be on an “as needed basis”.

**Concrete Mix & Fiber Mesh**

1. 3000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**
2. 4000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**

**OPTION II – PRODUCT AND DELIVERY**

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

Delivery hours: - To be arranged by Precincts № 1 – 4.

**LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:**

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ Miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	1140 S. Veterans Blvd. San Juan, TX. 78589	7 Mile Line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
<b>CONTACT:</b>	<b>CONTACT:</b>	<b>CONTACT:</b>	<b>CONTACT:</b>
Esteban Mata Field Operations (956) 968-8733	Armando Pompa Field Operations (956) 787-1891	Saul Ramirez Field Operations Director (956) 585-4509	Jesse Ozuna Chief Administrator (956) 383-3112

**TERMS & CONDITIONS:**

1. The contract term will be for a period of one (1) year.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.
3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Any contract awarded to a successful bidder will be in effect until:
  - (a) The contract expires,
  - (b) Delivery and acceptance of products and/or performance of service ordered,
  - (c) Terminated by County with thirty (30) days written notice prior to cancellation.
7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
8. It is understood and agreed that in case Hidalgo County should need "Concrete Mix" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.
9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or complying with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost to such item.
10. Hidalgo County reserves the right to seek purchases for "Concrete Mix" from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.
11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.
13. Bidder(s) agree that to the extent an item(s) is unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

## **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
  
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  
3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

**All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us) . NO LATER THAN, Monday, September 26, 2016 by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Wednesday, September 28, 2016 no later than 5:00 P.M.**

EXHIBIT "B"  
 BID PAGE  
 HIDALGO COUNTY  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
 "CONCRETE MIX DELIVERY & PICKUP SERVICES"  
 BID NO.: 2016-286-10-05-FAZ

**FOR INTERNAL USE ONLY:** 750-76 READY MIX CONCRETE -750-33 CONCRETE-RAPID SETTING REPAIR -750-59 CONCRETE-MOBILE MIXER

**PART I. AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS.**

**OPTION 1 - PRODUCT ONLY:**

**CONCRETE**

<i>SAMPLE:</i>	<i>\$ 3.00</i>
Concrete Mix Materials	Total Cost Per Cubic Yard
3000 PSI (Slump 1-7) Concrete Mix	\$
4000 PSI (Slump 1-7) Concrete Mix	\$

Location of Plant: \_\_\_\_\_

**OPTIONAL MATERIAL - FIBER MESH**

<i>SAMPLE:</i>	<i>\$ 3.00</i>
Concrete Mix Materials w/ Fiber Mesh	Total Cost Per Cubic Yard
3000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	\$
4000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	\$

Location of Plant: \_\_\_\_\_

EXHIBIT "B"  
 BID PAGE  
 HIDALGO COUNTY  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
 "CONCRETE MIX DELIVERY & PICKUP SERVICES"  
 BID NO.: 2016-286-10-05-FAZ

**OPTION II- PRODUCT AND DELIVERY**

**CONCRETE & DELIVERY SERVICES**

<i>SAMPLE:</i>	<i>\$ 3.00</i>	<i>25%</i>	<i>.75</i>
<b>Concrete Mix Materials</b>	<b>Total Cost Per Cubic Yard:</b>	<b>Fuel Costs Percentage Per Cubic Yard</b>	<b>Current / Base Fuel Cost</b>
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	\$	%	\$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	\$	%	\$

**Location of Plant:** \_\_\_\_\_

**OPTIONAL MATERIAL/WITH FIBER MESH & DELIVERY SERVICES**

<i>SAMPLE:</i>	<i>\$ 3.00</i>	<i>25%</i>	<i>.75</i>
<b>Concrete Mix Materials w/ Fiber Mesh</b>	<b>Total Cost Per Cubic Yard:</b>	<b>Fuel Cost Percentage Per Cubic Yard</b>	<b>Current / Base Fuel Cost</b>
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	\$	%	\$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	\$	%	\$

**Location of Plant:** \_\_\_\_\_

**Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY**

**At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:**

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **September 30, 2016**. For each 10% (increase or decrease) in the OPIS Index of **September 30, 2016** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$1.00=\$0.90 and \$1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

**In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.**

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

EXHIBIT "B"  
BID PAGE  
HIDALGO COUNTY  
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
"CONCRETE MIX DELIVERY & PICKUP SERVICES"  
BID NO.: 2016-286-10-05-FAZ

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**BIDDER'S INFORMATION:**

BIDDER/COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NO'S: \_\_\_\_\_

FAX NO: \_\_\_\_\_

CELLULAR NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE \_\_\_\_\_

**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	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.		
<b>INSURERS AFFORDING COVERAGE</b>			
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 THEIR 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	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER S & CONT. PROT				PERF. & ADV INJURY \$
	<input type="checkbox"/> OWNER S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E. L. EACH ACCIDENT \$
					E. L. DISEASE-EA EMPLOYEE \$
					E. L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

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
<b>Hidalgo County</b> 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 <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
	AUTHORIZED REPRESENTATIVE	

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

\_\_\_\_\_ will be acquired within 10 working days after notification from Purchasing Department of 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

**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.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?: Texas Building & Procurement Commission Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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**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)(ii). 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

**EXHIBIT "B"**  
**VENDOR'S BID**

EXHIBIT "B"  
 BID PAGE  
 HIDALGO COUNTY  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
 "CONCRETE MIX DELIVERY & PICKUP SERVICES"  
 BID NO.: 2016-286-10-05-FAZ

**OPENED**  
 9:10 10516

**Witnessed**

FOR INTERNAL USE ONLY: 750-76 READY MIX CONCRETE -750-33 CONCRETE-RAPID SETTING REPAIR -750-59 CONCRETE-MOBILE MIXER

**PART I. AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS.**

**OPTION 1 - PRODUCT ONLY:**

**CONCRETE**

<i>SAMPLE:</i>	<i>\$ 3.00</i>
<b>Concrete Mix Materials</b>	<b>Total Cost Per Cubic Yard</b>
3000 PSI (Slump 1-7) Concrete Mix	\$ 90.00
4000 PSI (Slump 1-7) Concrete Mix	\$ 95.00

**Location of Plant:** Edinburg, Mission, Harlingen, Brownsville    Ready Mix Trucks Only - No dump trucks

**OPTIONAL MATERIAL - FIBER MESH**

<i>SAMPLE:</i>	<i>\$ 3.00</i>
<b>Concrete Mix Materials w/ Fiber Mesh</b>	<b>Total Cost Per Cubic Yard</b>
3000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	\$ 98.00
4000 PSI (Slump 1-7) Concrete Mix with 1 ½ lb Fiber Mesh	\$ 103.00

**Location of Plant:** Edinubrg, Mission, Harlingen, Bownsville    Ready Mix Trucks Only - No dump trucks

EXHIBIT "B"  
 BID PAGE  
 HIDALGO COUNTY  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
 "CONCRETE MIX DELIVERY & PICKUP SERVICES"  
 BID NO.: 2016-286-10-05-FAZ

OPENED  
 9:40 10-5-16

Witnessed

**OPTION II- PRODUCT AND DELIVERY**

**CONCRETE & DELIVERY SERVICES**

*WJG*

<i>SAMPLE:</i>	\$ 3.00	25%	.75
<b>Concrete Mix Materials</b>	<b>Total Cost Per Cubic Yard:</b>	<b>Fuel Costs Percentage Per Cubic Yard</b>	<b>Current / Base Fuel Cost</b>
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	\$ 99.00	% 0.00	\$ 0.00
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	\$ 104.00	% 0.00	\$ 0.00

**Location of Plant:** Edinburg, Mission, Harlingen, Brownsville

**OPTIONAL MATERIAL/WITH FIBER MESH & DELIVERY SERVICES**

<i>SAMPLE:</i>	\$ 3.00	25%	.75
<b>Concrete Mix Materials w/ Fiber Mesh</b>	<b>Total Cost Per Cubic Yard:</b>	<b>Fuel Cost Percentage Per Cubic Yard</b>	<b>Current / Base Fuel Cost</b>
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	\$ 107.00	% 0.00	\$ 0.00
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services with 1 ½ lb Fiber Mesh per cubic yard	\$ 112.00	% 0.00	\$ 0.00

**Location of Plant:** Edinburg, Mission, Harlingen, Brownsville

**Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY**

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for September 30, 2016. For each 10% (increase or decrease) in the OPIS Index of September 30, 2016 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: \$ 1.00=\$1.10 and \$ 1.10=\$1.21; a 10% decrease is reflected as follows: \$ 1.00=\$0.90 and \$ 1.10=\$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

**In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.**

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

EXHIBIT "B"  
BID PAGE  
HIDALGO COUNTY  
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
"CONCRETE MIX DELIVERY & PICKUP SERVICES"  
BID NO.: 2016-286-10-05-FAZ

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**BIDDER'S INFORMATION:**

BIDDER/COMPANY NAME: CEMEX

ADDRESS: 3710 S. Expressay 281

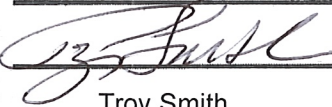
CITY/STATE/ZIP CODE: Edinburg Tx. 78542

PHONE NO'S: 956-386-1452

FAX NO: 956-386-1477

CELLULAR NO: 956-239-0792

E-MAIL ADDRESS: edwardt.smith@cemex.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Troy Smith

TITLE: Account Manager

---

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Cemex, Inc. 929 Gessner, Ste 1900 Houston TX 77024 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: The Insurance Co of the State of PA		19429
	INSURER B: Commerce & Industry Ins Co		19410
	INSURER C: AXA Insurance Company		33022
	INSURER D: National Union Fire Ins Co of Pittsburgh		19445
	INSURER E: Illinois National Insurance Co		23817
INSURER F: New Hampshire Ins Co		23841	

**COVERAGES**      **CERTIFICATE NUMBER: 570064081753**      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5152418 SIR applies per policy terms & conditions	10/15/2015	01/01/2017	EACH OCCURRENCE \$4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,500,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$4,500,000 GENERAL AGGREGATE \$4,500,000 PRODUCTS - COMP/OP AGG \$4,500,000
A	AUTOMOBILE LIABILITY			CA 7469952	10/15/2015	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys. Dmg. - Self Ins			AOS CA 7469953 MA	10/15/2015	01/01/2017	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XS00170215	10/15/2015	01/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014112085	10/15/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
F	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	FL WC014112089 AOS except Alabama	10/15/2016	01/01/2017	E.L. EACH ACCIDENT \$2,500,000 E.L. DISEASE-EA EMPLOYEE \$2,500,000 E.L. DISEASE-POLICY LIMIT \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 County of Hidalgo is included as Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract, but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

WA Employers Liability Limits are: \$1,500,000 Bodily Injury by Accident - Each Accident; \$1,500,000 Each Employee Bodily

### CERTIFICATE HOLDER

### CANCELLATION

Hidalgo County  
 ATTN: Purchasing Department  
 2812 South Highway Bus. 281  
 Edinburg TX 78539 USA

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  
*Aon Risk Services Southwest, Inc.*

Holder Identifier :

Certificate No : 570064081753





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cemex, Inc.	
POLICY NUMBER See Certificate Number: 570064081753			
CARRIER See Certificate Number: 570064081753	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM;  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
D		N/A		WC014112090 MA, ND, OH, WY	10/15/2016	01/01/2017	
D		N/A		WC014112084 CA	10/15/2016	01/01/2017	
F		N/A		WC014112087 NJ, PA	10/15/2016	01/01/2017	
D		N/A		XWC6583099 WA	10/15/2016	01/01/2017	
F		N/A		WC014112086 AZ	10/15/2016	01/01/2017	
F		N/A		WC014112088 IL, KY, NC	10/15/2016	01/01/2017	



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Cemex, Inc.	
POLICY NUMBER See Certificate Number: 570064081753			
CARRIER See Certificate Number: 570064081753	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Injury by Disease; \$1,500,000 Policy Limit Bodily Injury by Disease. NOC Endorsements are attached.

**Zimbra****rocio.villarreal@co.hidalgo.tx.us**

---

**RE: C-16-286-11-01-Cemex, Inc.**

---

**From :** Steve Crain <scrain@atlashall.com>  
**Subject :** RE: C-16-286-11-01-Cemex, Inc.  
**To :** 'Rocio Villarreal'  
<rocio.villarreal@co.hidalgo.tx.us>

Tue, Oct 25, 2016 03:48 PM

Good to go.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]  
**Sent:** Tuesday, October 25, 2016 3:33 PM  
**To:** Steve Crain <scrain@atlashall.com>  
**Subject:** C-16-286-11-01-Cemex, Inc.

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL  
HIDALGO COUNTY PURCHASING DEPT.  
CONTRACTS MANAGER  
(956) 318-2626 Work  
(956) 292-7000 Ext. 4868 Work  
rocio.villarreal@co.hidalgo.tx.us  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

---

AI-57076

Purchasing Department 21. F. 2.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted For:** Marty Salazar, PURCHASING DEPT.

**Submitted By:** Matilde Faz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

Presentation of the sole responsible vendor submitting the lowest and best bid [meeting all specifications and/or requirements-as detailed in the documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2016-285-10-05-FAZ.

**BACKGROUND**

1. 9 packets sent out.
  2. 3 bids received.
  3. Current contract expires on November 29, 2016
  4. New contract will commence on November 30, 2016
  5. Low Bidder: Ergon Asphalt & Emulsions, Inc.
  6. Contract document was reviewed and approved as to form by Legal Counsel.
- 

**Fiscal Impact**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-123-005-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-122-006-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** 6-1200-431-00-121-005-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2016

**ACCT. #:** -1200-431-00-124-007-0-610

**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:** No

**BUDGETARY IMPACT:**

---

**Attachments**

Recommendation of Award Memos

Tabulation Sheet

Participating Log

HB 1295 Signed, Notarized & Acknowledged

Contract Agreement

Legal's Approval

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	10/27/2016 09:44 AM
Budget & Management	Veronica Ortiz	10/27/2016 10:06 AM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Matilde Faz		Started On: 10/26/2016 04:22 PM
Final Approval Date: 10/28/2016		




**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626 / Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Recommendation)

TO:

<b>Hon. A. C. Cuellar, Commissioner</b> Hidalgo County Precinct No. 1 ATTN: Raul Lozano / Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa / Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal / Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Lulú Lucio / Román Rodríguez

FROM:  Matilde "Maty" Faz<sup>MF</sup>, Buyer II  
 Hidalgo County Purchasing Department

DATE: October 11, 2016

RE: **BID AWARD RECOMMENDATION REQUEST-Bid No. 2016-285-10-05-FAZ for HIDALGO COUNTY-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"**

We have received three (3) bid responses in reference with the above-mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid responses for your review and recommendation.


We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Thursday, October 13, 2016 @ 2:00 p.m.**, in order to place on the next Agenda. Please indicate your recommendation and/or any concerns on the space provided below and reply to the Purchasing Department **via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us)**.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Ergon Asphalt & Emulsions	lowest bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 61200-431-00-121-005-0-610

	Raul Lozano	Pct. 1	10/14/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626 / Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Recommendation)

**TO:**

<b>Hon. A. C. Cuellar, Commissioner</b> Hidalgo County Precinct No. 1 ATTN: Raul Lozano / Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa / Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal / Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Lulú Lucio / Román Rodríguez

**FROM:** Matilde "Maty" Faz<sup>MF</sup>, Buyer II  
Hidalgo County Purchasing Department

**DATE:** October 11, 2016

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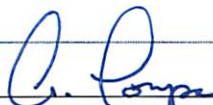
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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. <b>ERLON ASPHALT &amp; EMULSIONS</b>	<b>COST &amp; PROXIMITY</b>
2. <b>CLEVELAND ASPHALT PRODUCTS</b>	<b>BACKUP</b>

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-00-122-006-0-610

	<b>ARMANDO POMPA</b>	<b>Pct. 2 FIELD OPS</b>	<b>10/11/16</b>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



**Hidalgo County Purchasing Department**  
**2812 S. Business Highway 281**  
**New Administration Building**  
**Edinburg, Texas 78539**  
**(956) 318-2626 / Fax: (956) 318-2629**

**MEMORANDUM**

(Department's Recommendation)

**TO:**

<b>Hon. A. C. Cuellar, Commissioner</b> Hidalgo County Precinct No. 1 ATTN: Raul Lozano / Katia Garcia	<b>Hon. Eddie Cantu, Commissioner</b> Hidalgo County Precinct No. 2 ATTN: Armando Pompa / Yolanda Cisneros
<b>Hon. Joe Flores, Commissioner</b> Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal / Norma Ceballos	<b>Hon. Joseph Palacios, Commissioner</b> Hidalgo County Precinct No. 4 ATTN: Lulú Lucio / Román Rodríguez

**FROM:** Matilde "Maty" Faz<sup>MF</sup>, Buyer II  
Hidalgo County Purchasing Department

**DATE:** October 11, 2016

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Ergon Asphalt	Lowest Bid
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 6-1200-431-W-123-005-0-610

	Joe M. Flores	Pct #3	10/24/16
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures



Hidalgo County Purchasing Department  
 2812 S. Business Highway 281  
 New Administration Building  
 Edinburg, Texas 78539  
 (956) 318-2626 / Fax: (956) 318-2629

**MEMORANDUM**  
 (Department's Recommendation)

TO:

Hon. A. C. Cuellar, Commissioner Hidalgo County Precinct No. 1 ATTN: Raul Lozano / Katia Garcia	Hon. Eddie Cantu, Commissioner Hidalgo County Precinct No. 2 ATTN: Armando Pompa / Yolanda Cisneros
Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 ATTN: Mingo Villarreal / Norma Ceballos	Hon. Joseph Palacios, Commissioner Hidalgo County Precinct No. 4 ATTN: Lulú Lucio / Román Rodríguez

FROM: Matilde "Maty" Faz<sup>MF</sup>, Buyer II  
 Hidalgo County Purchasing Department

DATE: October 11, 2016

RE: **BID AWARD RECOMMENDATION REQUEST-Bid No. 2016-285-10-05-FAZ for HIDALGO COUNTY-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"**

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4854. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. <i>ERCOM Asphalt + Emulsions</i>	<i>Low Bid</i>
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 16-1200-431-00-124-007-0-610

<i>R. Paez</i>	<i>Roman Rodriguez</i>	<i>Road &amp; Bridge</i>	<i>10/11/16</i>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

**HIDALGO COUNTY PURCHASING DEPARTMENT  
TABULATION SHEET**

**DEPARTMENTS NAME: HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**

**BID OPENING: October 5, 2016**

**OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"  
BID No. 2016-285-10-05-FAZ**

**PRICE PER GALLON (FREIGHT INCLUDED) - ON AN "AS NEEDED BASIS"**

LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)	
<b>VENDORS - 3</b>							
1	Ergon Asphalt & Emulsions	2.3278	1.9139	1.7759	1.7069	1.6656	80.00 Demurrage (After 2 hrs.)
2	Cleveland Asphalt Products, Inc.	5.02	3.11	2.16	1.84	1.68	80.00
3	Martin Asphalt <b>Note By Vendor: 5,000 MINIMUM for all orders Didn't meet specs proposed bid price for 5000+ tons</b>	NO BID	NO BID	NO BID	NO BID	1.64	60.00

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG**

**DEPARTMENT/BID DESCRIPTION- "HIDALGO COUNTY - (All Funding Sources, Programs & Entities)  
CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**

**BID OPENING DATE: OCTOBER 5, 2016**

**BID OPENING TIME: 9:30 A.M.**

**BID NO: 2016-285-10-05-FAZ**

**BUYER: Matilde "Maty" Faz**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING EMAILS OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE, FAX NO.s & EMAIL ADDRESS
1) Martin Asphalt, Co. Inc. Attn: Kyle Paulus	Email	Maty Faz	9/19/16	3 RIVERWAY Ste. 400 HOUSTON, TX. 77056 Phone (800) 662-0987 Fax (800) 552-2415 D#713-350-6849 Kyle.paulus@martinmlp.com
2) Ergon A & E, Inc. Attn: David Kopp	Email	Maty Faz	9/19/16	6746 Up River Rd. Corpus Christi, TX. 78409 Phone (830) 708-6647 david.kopp@ergon.com
3) Construction Data Company / CDC/Bidtool Attn: Laura Cobb	Email	Maty Faz	9/19/16	One Oakbrook Terrace Ste. 510 Oak Brook Terrace, IL. 60181 Phone (512) 634-5633 called 9/19 wrong # Fax (866) 714-9554 plans@cdcnews.com or lcobb@cdcnews.com undeliverable
4) Vaquero Enterprises Attn: Mr. LeRoy Soliz	Email	Maty Faz	9/19/16	426 St Thomas Dr. Laredo, Texas 78045 (956) 236-2411 vaquero.soliz@yahoo.com
5) Jonathan Winkelman	Email	Maty Faz	9/19/16	Jonathan.winkelman@gmail.com
6) Cleveland Asphalts Attn: Greg Moore	Email	Maty Faz	9/19/16	100 Asphalt Lane Shepard, TX 77371 Phone (800) 334-0177 capcoasphalt@msn.com ccmcapco@msn.com (Greg Moore)
7) Virtual Builders Exchange Attn: Jeannette Olguin	Email	Maty Faz	9/19/16	4047 Naco Perrin Ste. 100 San Antonio, TX 78217 Phone (210) 564-6900 fax (210) 564.6902 Direct (210) 918-1124 jeannette@virtualbx.com
8) Prime Vendor Inc. Attn: Kimberly Doumit	Email	Maty Faz	9/19/16	4622 Cedar Avenue Wilmington NC 28403 Phone (800) 746-9554 Fax (800) 746-8307 Bids20@prime-vendor.com
9) CADCon Corp. Attn: Oscar A. Chavez	Email	Maty Faz	9/19/16	1424 Mckinley St. Brownsville, TX 78521 C: (956) 909-6659 oachavez@gmail.com
10) Jacqueline Sessa jsessa@onvia.com	EMR	Maty Faz	9/20/16	509 Olive Way Seattle, WA 98101 Phone (206) 373-9150 Fax (206) 373-8967
11) Foremost Paving, Inc. Attn: Joey Villarreal joeyv@fpitex.com	EMR	Maty Faz	9/22/16	Office (956) 316-8900 Fax (956) 316-8901 Cell (956) 647-7648

**\*VIA:  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL REQUEST (EMR)  
TELEPHONE REQUEST (TR)  
IN PERSON (IP)  
FACSIMILE (FAX)**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Ergon Asphalt & Emulsions, Inc.  
Austin, TX United States

Certificate Number:  
2016-125171

Date Filed:  
10/18/2016

Date Acknowledged:

**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.**  
2016-285  
CRS-2 (Cationic Rapid Setting) Emulsified Asphalt

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.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



R.M. McKemie  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP HERE ABOVE

Sworn to and subscribed before me, by the said R. M. McKemie, this the 18th day of October, 2016, to certify which, witness my hand and seal of office.

Elizabeth K. Roe  
Signature of officer administering oath

Elizabeth K. Roe  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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2016-285  
 CRS-2 (Cationic Rapid Setting) Emulsified Asphalt

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.**

**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

**REQUIREMENTS AGREEMENT**  
**C-16-285-11-01**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the 1<sup>st</sup> day of **November, 2016** by and between Ergon Asphalt & Emulsions, Inc. ("Seller") and Hidalgo County, Texas ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT**" (**on an as needed basis**), (the "Product") for **HIDALGO COUNTY**, as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **six (6) months** and;

**WHEREAS**, Seller has submitted a bid to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

**WHEREAS**, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **six (6) months** with the County's option to extend/renew for an additional six (6) months period under the same rates, terms and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **November 30, 2016** and expire on **May 29, 2017** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by

Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:

Hidalgo County  
Attention: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Seller:

Ergon Asphalt & Emulsions, Inc.  
R.M. McKemie, Vice President  
11612 RM 2244, Building 1, Suite 250  
Austin, Texas 78738

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

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

**APPROVED AS TO FORM:**  
**Atlas, Hall & Rodriguez, LLP**

By: \_\_\_\_\_  
Stephen L. Crain

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**ERGON ASPHALT & EMULSIONS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT “A”**  
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Ergon Asphalt & Emulsions, Inc.  
CRS-2 (Cationic Rapid Setting) Emulsified Asphalt

C-16-285-11-01



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 292-7612

September 19, 2016

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **HIDALGO COUNTY - (All Funding Sources, Programs & Entities)**  
Request for Bids - "CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"  
**RFB No: 2016-285-10-05-FAZ**

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

*Martha L. Salazar*  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/faz

Enclosures




Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 292-7612

**REQUEST FOR BID (RFB)  
TABLE OF CONTENTS  
HIDALGO COUNTY  
(All Funding Sources, Programs & Entities)  
“CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT”  
Bid No: 2016-285-10-05-FAZ**

1. Request for Bid Letter, consisting of 1 page.
2. Table of contents, consisting of 1 page.
3. Request for Bid, Legal Notice, consisting of 8 pages.
4. Exhibit “A” Specifications consisting of 5 pages.
5. Exhibit “B” Bid Page consisting of 1 pages.
6. Exhibit “C” Insurance Requirements consisting of 4 pages.
7. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
8. Vendor/Bidder Application, consisting of 2 pages.
9. W-9 form, consisting of 4 pages.
10. Certifications Regarding Debarment consist of 1 page.
11. Draft Service Contract, consisting of 8 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
Martha L. Salazar, CPPB  
Purchasing Agent

September 19, 2016  
Date

Bid No: 2016-285-10-05-FAZ	Buyer: Matilde "Maty" Faz	Tel. No: (956) 318-2626
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

(All Funding Sources, Programs & Entities)

**"CRS-2(Cationic Rapid Setting) EMULSIFIED ASPHALT"**

**BID OPENING DATE:**

**OCTOBER 05, 2016 @ 9:30 a.m.**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Highway 281 – New Administration Building  
Edinburg, Texas 78539  
956 318-2626



1. Sealed bids will be received for **“HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2016-285-10-05-FAZ - HIDALGO COUNTY (All Funding Sources, Programs & Entities)-“ CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT”** in County's Purchasing Department with a physical address: 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 05, 2016.**  
  
**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO “HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-285-10-05-FAZ CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT”**  
Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number and Contract Number (if any)
  - d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) RFB: 2016-285-10-05-FAZ "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\
  - e) **Contract Number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office**  
**2808 S. Business Hwy. 281**  
**Edinburg, Texas 78539**  
**(956) 318-2511**

17. **SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>OCTOBER 05, 2016</u></b>
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

**Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or

employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
- NOTICE: ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of

the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-285), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: [matilde.faz@co.hidalgo.tx.us](mailto:matilde.faz@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default

by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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Bid  
For  
**HIDALGO COUNTY**  
**(All Funding Sources, Programs & Entities)**  
**“CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT”**  
**BID No. 2016-285-10-05-FAZ**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**  
**BID NO.: 2016-285-10-05-FAZ**

**1. SPECIFICATIONS:**

INFORMATION/ INSTRUCTIONS TO BIDDERS:

The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an "As Needed Basis" by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

***SAMPLE** - Enter Bid amounts on Exhibit "B - Bid Page"*

QUANTITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1,000 GALLONS OR LESS	\$ _____ PER GAL. (FREIGHT INCLUDED)	Demurrage - after 2 hours: \$ _____
LOADS OF 1,001 TO 2,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	Demurrage - after 2 hours: \$ _____
LOADS OF 2,001 TO 3,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	Demurrage - after 2 hours: \$ _____
LOADS OF 3,001 TO 4,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	Demurrage - after 2 hours: \$ _____
LOADS OF 4,001 TO 5,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	Demurrage - after 2 hours: \$ _____

**LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:**

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	4011 S. Veterans Blvd. San Juan, TX 78589	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78542
<b>CONTACT:</b>	<b>CONTACT:</b>	<b>CONTACT:</b>	<b>CONTACT:</b>
Katia Garcia (956) 968-8733	Armando Pompa Director of Field Operations (956) 787-1891	Saul Ramirez, Field Operations Director (956) 585-4509	Jesse Ozuna Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**  
**BID NO.: 2016-285-10-05-FAZ**

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**2. REQUIREMENTS:**

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT regulations and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

**3. TERMS & CONDITIONS:**

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase **no more material than is needed**. **Prices must remain firm** during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.
2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in its best interest to do so.
4. The Contract for the material shall remain in effect until a) contract expires, b) delivery/completion of services ordered, c) terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C"))
6. After bid is awarded and low bidder(s) default in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County the right to seek services from the next low bidder. In such event, the County shall charge the successful bidder the difference for any additional cost of such item
7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**  
**BID NO.: 2016-285-10-05-FAZ**

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8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded vendors, whenever it is in the best interest of the County to do so.
9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**
10. Bidder(s) have been in business for at least two (2) years.
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
13. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)
14. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**  
**BID NO.: 2016-285-10-05-FAZ**

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- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**  
**BID NO.: 2016-285-10-05-FAZ**

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**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Matilde "Maty" Faz, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL TO: matilde.faz@co.hidalgo.tx.us by NO LATER THAN, Monday, September 26, 2016 at 5:00 p.m. Responses will be sent to all applicants via e-mail by, no later than Wednesday, September 28, 2016 at 5:00 p.m.**

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"**  
**BID NO.: 2016-285-10-05-FAZ**  
**BID PAGE**

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

**Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)**

QUANTITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1,000 GALLONS OR LESS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS: \$ _____
LOADS OF 1,001 TO 2,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ _____
LOADS OF 2,001 TO 3,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ _____
LOADS OF 3,001 TO 4,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ _____
LOADS OF 4,001 TO 5,000 GALLONS	\$ _____ PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ _____

*Internal Use Only: NIGP Commodity Code: 745-08*

**Bidder's Information – Indicate Branch & phone numbers (for ordering purposes - if applicable):**

**Bidder/Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Phone & Fax No.:** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Branch:** \_\_\_\_\_ **Phone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

<b>PRODUCER</b>		<b>CERTIFICATE OF INSURANCE</b>		DATE (MM/DD/YY)
		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.		
		<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b>		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 THEIR 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	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$	
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$	
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$	
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$	
					AUTO ONLY AGG \$	
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	<input type="checkbox"/> RETENTION \$				\$	
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS	
					E.L. EACH ACCIDENT \$	
					E.L. DISEASE-EA EMPLOYEE \$	
					E.L. DISEASE-POLICY LIMIT \$	
	<b>OTHER</b>					

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.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
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 <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

\_\_\_\_\_ will be acquired within 10 working days after notification from Purchasing Department of 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

**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

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.



**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: \_\_\_\_\_

---

## 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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

Social security number																						
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**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.

### 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.

<b>Sign Here</b>	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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid, proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid, proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

**EXHIBIT "B"**  
BID PAGE

Ergon Asphalt & Emulsions, Inc.  
CRS-2 (Cationic Rapid Setting) Emulsified Asphalt

C-16-285-11-01

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)  
**"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"**  
**BID NO.: 2016-285-10-05-FAZ**  
**BID PAGE**

OPENED  
 9:45 PM 5-18

Witnessed

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

**Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)**

QUANTITY (Only On An As Needed Basis)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1,000 GALLONS OR LESS	\$ 2.3278 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS: \$ 80.00 PER HOUR
LOADS OF 1,001 TO 2,000 GALLONS	\$ 1.9139 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ 80.00 PER HOUR
LOADS OF 2,001 TO 3,000 GALLONS	\$ 1.7759 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ 80.00 PER HOUR
LOADS OF 3,001 TO 4,000 GALLONS	\$ 1.7069 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ 80.00 PER HOUR
LOADS OF 4,001 TO 5,000 GALLONS	\$ 1.6656 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE AFTER 2 HOURS \$ 80.00 PER HOUR

Internal Use Only: NIGP Commodity Code: 745-08

**Bidder's Information – Indicate Branch & phone numbers (for ordering purposes - if applicable):**

**Bidder/Company Name:** ERGON ASPHALT & EMULSIONS, INC.

**Address:** 11612 RM 2244, BUILDING 1, SUITE 250

**City/State/Zip Code:** AUSTIN, TEXAS 78738

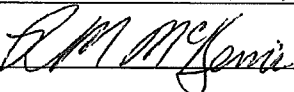
**Phone & Fax No.:** (512) 469-9292 Fax No. (512) 469-0391

PLANT 6746 UP RIVER ROAD

~~Branch:~~ CORPUS CHRISTI, TX Phone No. (361)289-6147 Fax No. (361) 289-8297

SALESMAN (ERNESTO SANTILLAN)

**Cell Phone:** (361) 271-6465

**Authorized Signature:** 

**Printed Name:** R. M. McKemie

**Title:** VICE PRESIDENT

**EXHIBIT “C”**  
CERTIFICATE OF INSURANCE

Ergon Asphalt & Emulsions, Inc.  
CRS-2 (Cationic Rapid Setting) Emulsified Asphalt

C-16-285-11-01



# CERTIFICATE OF LIABILITY INSURANCE

4/30/2017

DATE (MM/DD/YYYY)  
4/29/2016

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	<b>INSURER A:</b> ACE American Insurance Company <b>NAIC #</b> 22667	
	<b>INSURER B:</b> National Fire and Marine Insurance Co <b>20079</b>	
	<b>INSURER C:</b> _____	
	<b>INSURER D:</b> _____	
	<b>INSURER E:</b> _____	
	<b>INSURER F:</b> _____	

**COVERAGES** **CERTIFICATE NUMBER:** 14023624 **REVISION NUMBER:** XXXXXXXX

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. SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	XSLG27852099	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH09042684 ISAH09042696	4/30/2016 4/30/2016	4/30/2017 4/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$	Y	Y	42-UMO-302493-01	4/30/2016	4/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC48605916	4/30/2016	4/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

**CERTIFICATE HOLDER**

14023624  
 Hidalgo County  
 Attn: Purchasing Department  
 2812 S. Business Hwy 281  
 Edinburg TX 78539

**CANCELLATION** See Attachments

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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Zimbra

rocio.villarreal@co.hidalgo.tx.us

---

**FW: C-16-285-11-08-CRS-2 EMULSIFIED ASPHALT**

---

**From :** Steve Crain <scrain@atlashall.com>  
**Subject :** FW: C-16-285-11-08-CRS-2 EMULSIFIED ASPHALT  
**To :** 'Rocio Villarreal'  
<rocio.villarreal@co.hidalgo.tx.us>

Wed, Oct 26, 2016 03:45 PM

---

**From:** Steve Crain [mailto:scrain@atlashall.com]  
**Sent:** Wednesday, October 26, 2016 2:03 PM  
**To:** 'Steve Crain' <scrain@atlashall.com>  
**Subject:** RE: C-16-285-11-08-CRS-2 EMULSIFIED ASPHALT

The agreement is OK.

---

**From:** Steve Crain [<mailto:scrain@atlashall.com>]  
**Sent:** Wednesday, October 26, 2016 10:41 AM  
**To:** 'Steve Crain' <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Subject:** FW: C-16-285-11-08-CRS-2 EMULSIFIED ASPHALT

Mr. Crain,

Rocio:

Called following up and is asking for your reply.

Thank you,  
Marynel

---

**From:** Rocio Villarreal [<mailto:rocio.villarreal@co.hidalgo.tx.us>]  
**Sent:** Tuesday, October 25, 2016 9:52 AM  
**To:** Steve Crain <[scrain@atlashall.com](mailto:scrain@atlashall.com)>  
**Subject:** C-16-285-11-08-CRS-2 EMULSIFIED ASPHALT

Mr. Crain:

Can you please review and approve as to form.

AI-57138

Closed Session 23. C.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red River - Tax Abatement.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 01:52 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 12:05 PM
Final Approval Date: 10/28/2016		

AI-57141

Closed Session 23. D.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project River Crossing - Tax Abatement.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 01:52 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 01:33 PM
Final Approval Date: 10/28/2016		

**AI-57150**

**Closed Session 23. E.**

**CC - REGULAR**

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Claim of Francisco Navarro

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 02:51 PM
Final Approval	Monica Badillo	10/28/2016 03:01 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 02:49 PM
Final Approval Date: 10/28/2016		

AI-57140

Open Session 25. C.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red River - Tax Abatement.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 01:52 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 01:31 PM
Final Approval Date: 10/28/2016		

AI-57142

Open Session 25. D.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project River Crossing - Tax Abatement.

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 01:52 PM
Final Approval	Monica Badillo	10/28/2016 02:37 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 01:33 PM
Final Approval Date: 10/28/2016		

AI-57151

Open Session 25. E.

CC - REGULAR

**Meeting Date:** 11/01/2016

**Submitted By:** Monica Badillo, EXECUTIVE  
OFFICE

**Department:** EXECUTIVE OFFICE

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**Information**

**CAPTION**

Claim of Francisco Navarro

**BACKGROUND**

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/28/2016 02:52 PM
Final Approval	Monica Badillo	10/28/2016 03:01 PM
Form Started By: Monica Badillo		Started On: 10/28/2016 02:50 PM
Final Approval Date: 10/28/2016		