AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 15, 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-57330** Proclamation declaring November 2016 as National Home Care and Hospice Month to recognize the services provided and the nurses, home care aides, therapists, and social workers who help care for those in need.

B. **AI-57197** Presentation by Mr. Tim Ousley and possible action regarding Palm Valley Animal Center.

C. **AI-57258** 1. Discussion and approval of the Resolution establishing the Hidalgo County PACE Program as permitted by the Property Assessed Clean Energy Act, Texas LGC Chapter 399.
2. Approval of Interlocal Agreement between Hidalgo County and the Lower Rio Grande Valley Development Council to assist in implementation of PACE Program by providing administrative support.

D. **AI-57250** 1. Approval of order and Interlocal Agreement by and among City of Pharr, Hidalgo County, and Tax Increment Reinvestment Zone Number Two, City of Pharr, Texas, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone Number Two.
2. Appointment of one (1) board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number Two, City of Pharr, Texas, Board of Directors

6. **Executive Office:**

A. 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-57353** Discussion regarding 2017 voluntary products deductions

C. **AI-57249** Presentation by Burton McCumber & Cortez, LLP of the County's 2015 Comprehensive Annual Financial Report and Single Audit

D. **AI-57205** Requesting permission by Crossfit Grande Valley along with other local gyms to use the county square for the following event:
Raise Toys for Children Community Event - November 19, 2016 (9am to 12pm)

E. **AI-57326** Requesting approval of Affiliation Agreement for Internship-Preceptorship Program between Hidalgo County and South Texas Independent School District Business Education & Technology Academy (BETA)

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

A. **AI-57309** Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281):
Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

B. **AI-57236** DA - US Department of Justice Funds (1256):
Appropriation of funds in the amount of $15,000.00 to fund the purchase of equipment for law enforcement personnel.

C. **AI-57246** Hidalgo County DA's Office - Victim Assistance Program (VAP) Grant (1281):
Approval to submit a VAP Grant #2924301 budget adjustment to the Office of the Governor (OOG).

D. **AI-57183** Border Prosecution Unit (BPU) Grant (1281):
Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).

8. **Constables:**

A. **AI-57316** Constable Pct. #1 - TTBH (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.

4. Approval of Certification of Revenues by the County Auditor.
5. Approval of the following personnel action, effective 12/01/16:

Action	Dept/ Program	Slot #	Proposed Position Title	Proposed Budgeted Salary
Create	291-013	0001	Deputy Constable Step I	$44,577.00

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule in accordance with Commissioners' Court action.

B. **AI-57156** Constable Pct. 3:
Discussion, consideration, and approval to appoint Eric Flores and Jhoan Moreno as Deputy Constables by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.011.

C. **AI-57313** Constable Pct. 3:
Discussion, consideration, and approval to appoint Kimberly Jean Echavarria as Reserve Deputy Constable by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.012.

9. **Sheriff's Office:**

A. **AI-57173** Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,753.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2017 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,753.00.

B. **AI-57178** Sheriff's Department-ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE)FY 2017 in the amount of $15,000.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of certification of revenues, as certified by County Auditor, for ICE overtime funding.
4. Approval of appropriation of funds in the amount of $15,000.00.

C. **AI-57174** 1. Authorization and approval of Memorandum of Understanding between Behavioral Health Solutions of South Texas and the Hidalgo County Sheriff's Office to provide female inmates with Pregnant Post-Partum Intervention (PPI) Program services.
2. Authorization for County Sheriff to sign document.
3. Authorization and approval of Memorandum of Understanding between Behavioral Health Solutions of South Texas and the Hidalgo County Sheriff's Office to provide male inmates with Parenting Awareness and Drug Risk Education (PADRE) Program services.
4. Authorization for County Sheriff to sign document.

10. **Human Resources:**

A. **AI-57113** Sheriff's Office (1100):

1. Discussion, consideration and approval of the following personnel actions, effective next full pay period:

Action	Dept/ Program	Slot#	Position Title	Proposed Budgeted Allowance
Add Clothing Allowance	280-001	0084	Deputy Sheriff Step I	$500.00
Add Clothing Allowance	280-001	0086	Deputy Sheriff Step I	$500.00

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

B. **AI-57291** Domestic Violence Court Grant (1289) / Criminal DA (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to authorize supplemental pay allowance to the following employee, effective next full pay period, 11/28/2016:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
210170	080-002	0010	Assistant District Attorney III	$11,720.00

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

C. **AI-57315** Juvenile Detention (1100)/Juv Dir Supervision (1100)/IV-E Foster Care DS (1296):

1. Approval to rescind action on Item 9.A. AI-57070 1., 2. & 4.
2. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
3. 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	$36,366.00	$36,366.00
				$480.00	$0.00
Create Allowance Slot (Add longevity)	330-031 (IV-E Foster Care DS)	7104	Probation Officer	$43,147.00	$43,147.00
	330-001 (Juv Dir Supervision)	7124		$0.00	$480.00

4. Approval to revise the salary schedules in accordance with Commissioners Court action.

D. **AI-57075** Facilities Management (1100):

1. Discussion, consideration, and approval to change a position title as follows, effective next full pay period.

Action	**Slot#**	**Dept. / Program**	**Position Title**	**Budgeted Salary**	**Proposed Position Title**
Title Change	0017	220-001	Air Condition Technician Helper	$26,794.00	Custodian II

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

E. **AI-57341** PCT 4 ROAD MAINTENANCE (1200):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period 11/28/2016:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0034	Equipment Operator I	$26,341.00	$0.00
Delete	124-007	0078	Administrative Assistant IV	$36,312.00	$0.00
Create	124-007	0084	GIS Operator III	$0.00	$52,937.00

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

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

A. **Health Care Funding District:**

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

B. **Indigent Health Care Program:**

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

12. **IT Department:**

A. **AI-57212** COMMISSIONER PCT. 2
Authorization and approval to purchase equipment with data service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	One Time Equipment Cost:
5	Apple iPad	Office Use	4G Mobile Broadband Unl @ $37.99 ea/per month	Apple iPad Mini 2-32GB @ $349.99 + Otter Box w/ Hand Strip @ $45.49 + Screen Protector @ $22.74 = $418.22 X 5 = $2,091.10

B. **AI-57165** PLANNING DEPARTMENT
Authorization and approval to change the names assigned to the equipment through the County's membership/participation with CONTRACT DIR-TSO-3514 with VERIZON WIRELESS for the following:

Description:	Currently Assigned to:	Transfer To:	Employee I.D.	MDN:

Name Change	Office Use	Felicia Arredondo	215651	956-609-5772

13. Urban County:

A. AI-57270 Requesting approval to reject a sole bid received for the City of Edcouch – Park Improvements Project to: Bell Park (RFB No. 5015/16-20-0306-5000-2000-UCP-ML).

B. AI-57302 1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $17,806.92 for (Zone 5-Final) the installation of primary poles and street lights within the City of Sullivan City.

C. AI-57231 Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $226,127.00. UCP Year 28 (2015) City of San Juan Street Improvement funds will be utilized.

D. AI-57245 Requesting approval to reject a sole bid received for the Palmview - 2014/2015 Parks, Recreational Facility Improvements Shower's Road Project (RFB No. 5014-55-0306-5000-5500-UCP-GVG).

E. AI-57260 Discussion and approval to declare assets listed on Exhibit "A" as surplus for disposition.

14. Elections Administration:

A. AI-57190 1. Discussion and/or action, including but not limited to Election updates

2. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the Pharr San Juan Alamo Independent School District to be held on November 8, 2016.

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

15. Head Start Program:

A. AI-57166 Discussion, Approval and 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.

B. **AI-57266** Discussion/Approval of the Program Calendar for Program Year 2016-2017 with the following partnering school district:

- McAllen Independent School District

C. **AI-57268** Presentation for discussion, consideration and approval to enter into a memorandum of understanding (MOU) between Hidalgo County Head Start Program and McAllen Independent School District.

D. **AI-57274** Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Approved Auctioneer Vendor for Proper Disposition

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

A. **AI-57210** Pct 2 Rd Maint (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan for Interlocal Agreement approved by Commissioners Court on 10/14/14.

2. Approval of 2016 appropriation of funds into Pct 2 Rd Maint in the amount of $100,000.00.

17. **Precinct #3 - Comm. Flores:**

A. **AI-57137** Authorization to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM 681 Project with authority for County Judge to sign all required documentation.

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

A. **AI-57314** Request approval to process the following invoice as a claim with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO #
Cleveland Asphalt Products, Inc.	18321	$6,073.06	748414

19. **Budget & Management:**

A. **AI-57329** Requesting approval to submit FY 2017 Hidalgo County Formula Grant Program Application and requesting Approval and signature for 2017 Hidalgo County Resolution Indigent Defense Grant Program

B. **AI-57286** TXDOT-Pct 1 M6W (1315):
Authority for the County Judge to sign TXDOT Form ROW-A-10 Tabulation of Values for all parcels associated with the Pct 1 Mile 6 West Road Project CSJ 0921-02-168 until the completion of this project.

C. **AI-57271** Approval of medical coverage for the temporary employees listed below as per the Affordable Care Act (ACA) IRS Code Section 4980H - Shared responsibility for employers regarding health insurance.
1. E#211060 effective 9/1/16
2. E#212300 effective 12/1/16

D. **Budget Appropriations:**

1. **AI-57225** Const Pct 4 - CCP59 Vehicles (1231):
Approval of 2016 appropriation of funds in the amount of $9,873.15, in order to fully equip the newly purchased vehicles.

2. **AI-57155** CO2014-Pct 4-83rd Street (1345):
Approval of 2016 appropriation of funds into CO2014-Pct 4-83rd St (SH107-Monte Cristo) in the amount of $127,893.50 to fund anticipated project expenditures.

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

A. **Hidalgo County**

1. **AI-57204** A. Presentation of sole response [SOQ] received from Southmost Realty, Appraisals & Court Expert for: Expansion of Current Appraisal Services Providers: RFQ#2016-005A-09-07SMA for addition to the existing approved "Pool" of providers [with term of eligibility to coincide with expiration of current pool in March of 2017]; and, if more participation is desired for expansion of the "pool",
B. Authority to advertise an additional time to encourage participation for: Expansion of Current Pool of Appraisal Services Providers with term to coincide with expiration of current approved pool of March 2017 including approval of the RFQ procurement packet [as newly accepted and adopted by HCCC to include Title VI and other changes].

2. **AI-57184** A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction scheduled for 12-07-2016 [in the event assets not sold on 12-07-2016 we will retry to sell on 12-10-2016 auction] in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received on either auction date,

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 12-07-2016 and 12-10-2016 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 12-07-2016 and if need be 12-10-2016, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

B. Pct. 1

1. **AI-57350** 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] with approval of RFB plans and specifications developed by project engineers (as listed) for the following Hidalgo County Precinct No. 1 FEMA Road Projects with newly approved procurement packet and plans as attached:
A) RFB No. 2016-398-12-07-TDL; Mile 11 North, Mile 13 ½ North, Yvette Circle – LeFevre Engineering & Management Consulting , LLC;

   B) RFB No. 2016-399-12-07-FAZ; Indian Hills – TEDSI Infrastructure Group;

   C) RFB No. 2016-400-12-07-HGO; Mile 1.5 West, Jesus Flores, Englemen, Las Cumbres, Mile 20 N- International Consulting Engineers (ICE).

2. **AI-57304** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

VENDOR	INVOICE NO.	AMOUNT	PO NUMBER
LeFevre	June 16-5	$108,058.50	743912
LeFevre	April 16-7	$ 25,200.00	743912

3. **AI-57182** 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 Increases #736779, 748848,744813,749123,746041,751839,743404,727360,745807, 749428,741616,747309
   - Requisitions: #308633,309103,309112,309114,309118,309291,309278,309314,309416,309503,

C. Pct. 2

1. **AI-57346** Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $112,637.52) as submitted by project engineer, B2Z Engineering LLC, to provide engineering services to assist with Feasibility Studies, Construction Management, & Construction Inspection for the Pct 2 Palmer Pavilion Project through Contract#C-16-326-08-23.

2. **AI-57347** Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $12,474.00) as submitted by project engineer, B2Z Engineering LLC, to provide engineering services to assist with the feasibility study and construction phase services for the Pct 2 Community Resource Center (CRC) Youth Facility Project through Contract#C-16-326-08-23.

3. **AI-57264** Recommendation by project engineer L & G Engineering for HCCC to award to the responsible vendor submitting the lowest & best bid [while meeting all specifications & requirements] Texas Cordia Construction, LLC., of Edinburg, TX in the amount of $713,333.15 for RFB No. 2016-281-10-26-HGO "Yuma Avenue Extension Project".

4. **AI-57175** Authority to purchase one (1) 2017 Freightliner 114SD [thru HC membership participation with Buyboard 425-13 and HGAC HT06-16] from awarded vendor Houston Freightliner, Inc.in the amount of $271,842.00 thru submitted requisition #308580 and subject to SAMS compliance.

D. Pct. 4

1. **AI-57114** Approval to exercise County's sole option to "terminate" the "on call" Professional Services Agreement #C-15-384-12-08 & Work Authorization #1 for (Brushline Rd. Project) with Dos Logistics, Inc., pursuant Precinct# 4's request.

2. **AI-57152** Authority to exercise the Sixty (60) Day grace period extension with KALIFA'S WESTERN WEAR for the purchase of "STRAW HATS" for HIDALGO COUNTY (all funding sources) "on an as needed basis" (under the same rates, terms and conditions), expiring, 1/04/17 or (upon completion of the procurement process which ever comes first) so as to have no lapse in service.

3. **AI-57227** Pursuant to action taken on 10/25/16 under AI-57026, requesting to amend contract #C-16-321-10-04 with Rigney Construction & Development, LLC from 60 calendar days to 45 consecutive calendar days.

E. HIDTA

1. **AI-57153** Authority to purchase five (5) 2017 vehicles for the Hidalgo County HIDTA Task Force Dept. [thru our membership/participation with Buy Board contract #430-13 & H-GAC #VE11-15] from awarded vendors Cowboy Chrysler/Dodge & Caldwell Chevrolet respectively through submitted Requisition #s 307853 & 307855.

F. Health & Human Services Dept.

1. **AI-57276** Requesting approval of Equipment Purchase Upgrade Agreements, Termination of current Security Monitoring Services with Replacement of New Security Monitoring Services with Superior Alarms [awarded vendor BuyBoard coop contract #433-13] with authority for County Judge, Court Member or Executive Officer to execute same for upgrades including, but not limited to, for the following locations:

Clinic	**Location**	**Equip.Upgrade/Monitoring Services**
Edinburg	Central Office-1304 S. 25th. St. 3105 E. Richardson Road	Equipment Upgrade/Security
Elsa	708 Edinburg	Equipment Upgrade/Security
McAllen	300 E. Hackberry	Equipment Upgrade/Security

Mission	211 N. Schueback Rd.	Equipment Upgrade/Security
Pharr	300 W. Hall Acres	Equipment Upgrade/Security
Weslaco	1901 N. Bridge	Equipment Upgrade/Security

for a total $5,047.90 for equipment upgrade which includes labor [distributed among 7 sites] and the monitoring services are for a term of three (3) years commencing 12-01-16.

G. Budget & Management

1. **AI-57160** Approval and acceptance of the negotiated agreement between Hidalgo County and TRISTAR Risk Management (ranked by HCCC on 09-13-16) including the Best And Final Offer (BAFO) for RFP No. 2016-193-08-10-YSS Quality Claims Administrator Services for Workers' Compensation.

2. **AI-57269** a. Presentation of scoring grid below (for purposes of ranking by CC as qualified to continue process) of the options/responses received and evaluated in connection with RFP No. 2016-291-09-21-YSS "Excess Workers' Compensation Insurance" by sole respondent (Montalvo Insurance w/2 companies) in order to proceed with the negotiation portion of the procurement process.

	Safety National Casualty Corporation	Colony Insurance Co.
Evaluator 1	91	84
Evaluator 2	89	85
Evaluator 3	94	87
Average Score	91.3	85.3
CC Rank		

b. Requesting authority for Purchasing Department to negotiate a best and final offer rate from Montalvo Insurance for Safety National Casualty Company [the number one (1) ranked company] for: Excess Workers' Compensation Insurance.

3. **AI-57154** Approval to rescind action taken on July 19, 2016 for AI-55433 in relation to bid award with AssetWorks, LLC for Structure Valuation and Insurance Appraisals

H. Sheriff's Office

1. **AI-57333** Pursuant to current agreement between Hidalgo County [SO] and MAO Westwood Pharmacy, Inc., dba, Westwood Pharmacy [Contract #E-16-039-01-05] requesting approval to "Amend" Exhibit "B" to reflect the additional listing of legend and non-legend pharmaceuticals prescribed by physicians and titled Exhibit "B-1 plus TRUVADA-TAB; OLANZAPINE-5MG-TAB; LEVETIRACETAM-500&1000MG-TABS " with additions to be placed on subsequent HCCC-Consent Agendas.

2. AI-57279 Requesting approval of the additional one (1) year extension for agreements as (set forth below) for the Hidalgo County Sheriff's Office (on an as needed basis), under the same rates, terms and conditions;
a. Southern Tire Mart, E-15-386-10-27 (C-14-324-12-02), "Purchase of Tires-Including Installation and other Related Services", effective, 12/06/16;
b. Pro-Tech Pest Control-C-13-146-08-06-Pest Control Services, effective, 01/01/17;
c. Tropical Texas Behavioral Health Ctr (MHMR)-Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail, effective, 01/01/17.

3. AI-57282 a. Presentation of the scoring/evaluation grid for the purpose of ranking by Commissioners Court the responses received in connection with the Request for Proposals for: Hidalgo County Sheriff's Office - Psychological Evaluation for All H.C. Law Enforcement Agencies" RFP 2016-357-10-12-HGO.

PARTICIPANT	Grade/Score	Ranked
Rollins York & Associates	60.5	
MLD Mental Health Services of South TX	62.5	
Gregorio Piña PhD	87	

b. Authority for Purchasing Department to proceed to commence to negotiate commencing with the number one ranked participant/firm of _____ in order to finalize a contract for the provision of "Psychological Evaluation Services for H.C. Law Enforcement Agencies".

4. AI-57147 A. Approval of exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section 262.024 (a)(4), a professional service;

B. Pursuant to the demonstrated competence under the Professional Procurement Act, Gov't Code 2254.003, acceptance and approval of negotiated engagement/agreements/contracts for the provision of "Physician Services for Inmates" for the Hidalgo County Sheriff's Office-Adult Detention Facility, aka, Jail with the following physicians;

1) John Lung, MD
2) Ivan G. Melendez, MD

5. AI-57261 a) Presentation of the scoring/evaluation grid for the purposes of ranking by Commissioners' Court the responses received in connection with the RFP for Hidalgo County Sheriff's Office - Telecommunication & Internet Services.

	SmartCom	**Time Warner**
Evaluator 1	95	85
Evaluator 2	100	65
Evaluator 3	100	55
Evaluator 4	95	75
Average Score	***97.5***	***70***
CC Rank		

Scoring and evaluation completed by representatives from HCSO and IT Depts.;
b) Authority for Purchasing Department to proceed to commence negotiations with the number one ranked participant to complete a services contract for the HCSO's "Telecommunication & Internet Services".

21. **Open Forum**

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

23. 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)

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

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

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

27. **Adjourn**

AI-57330 **County Judge's Office** **5. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Proclamation declaring November 2016 as National Home Care and Hospice Month to recognize the services provided and the nurses, home care aides, therapists, and social workers who help care for those in need.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:04 AM
Linda Flores	Linda Flores	11/10/2016 10:43 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Julia Sullivan		Started On: 11/10/2016 09:52 AM
Final Approval Date: 11/10/2016		

PROCLAMATION DECLARING NOVEMBER 2016 AS NATIONAL HOME CARE AND HOSPICE MONTH

WHEREAS, during the month of November, the home care and hospice community honor the millions of nurses, home care aides, therapists, and social workers who make a remarkable difference for the patients and families they serve; and

WHEREAS, Home Care Aide Week takes place November 13-19. The aides work with the nurses, therapists, and social workers to provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and

WHEREAS, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and

WHEREAS, this year's theme for Home Care and Hospice Month is "The Care You Need – in the Home You Love."

NOW, THEREFORE, **BE IT RESOLVED** that the Hidalgo County Commissioners Court hereby proclaims November 2016 as Home Care and Hospice Month and encourages the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.

Approved this 15th 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.
Hidalgo County Clerk

AI-57197 **County Judge's Office** **5. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Mr. Tim Ousley and possible action regarding Palm Valley Animal Center.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2016 10:04 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Erika Reyna		Started On: 11/03/2016 08:40 AM
Final Approval Date: 11/10/2016		

5.B

PALM VALLEY ANIMAL CENTER
2017 FUNDING REQUIREMENTS

ANIMAL INTAKE	2015	2016 Y.T.D.		**2017 FEE**	**44% INCREASE**
ALAMO	1,331	1,256		$ 102,110.00	$ 31,200.00
ALTON	775	542		$ 46,267.00	$ 14,137.00
DONNA	794	1,176		$ 91,526.00	$ 27,966.00
EDCOUCH	112	133		$ 3,528.00	$ 1,078.00
EDINBURG	1,613	2,356		$ 141,552.00	$ 43,252.00
ELSA	191	198		$ 9,576.00	$ 2,926.00
HIDALGO	122	161		$ 19,100.00	$ 19,100.00
HIDALGO COUNTY	8,442	6,072		$ 790,000.00	$ 241,186.00
LA JOYA	54	53		$ 2,722.00	$ 832.00
LA VILLA	88	97		$ 9,979.00	$ 3,049.00
MCALLEN	11,648	9,891		$ 877,968.00	$ 268,268.00
MERCEDES	142	157		$ 9,921.00	$ 3,031.00
MISSION	419	687		$ 5,702.00	$ 1,724.00
P.V.A.C BORN/UNKNOWN	2,071	1,416			
PALMHURST	196	167		$ 3,359.00	$ 1,026.00
PALMVIEW	502	342		$ 36,489.00	$ 11,149.00
PENITAS	221	303		$ 23,922.00	$ 7,309.00
PHARR	3,788	2,921		$ 272,831.00	$ 83,365.00
PROGRESO	0	25		$ 2,500.00	$ 2,500.00
RIO GRANDE CITY	0	18		$ 2,500.00	$ 2,500.00
SAN JUAN	1,876	1,183		$ 84,805.00	$ 25,912.00
WESLACO	198	421		$ 13,727.00	$ 4,194.00
SULLIVAN CITY	0	21		$ 2,500.00	$ 2,500.00
	34,583	29,596		**$ 2,552,584.00**	**$ 798,204.00**

Cost increases include:
Fully Staffed from 37 - 50
Testing & Vaccination On Intake
Proper Personal Protective Equipment For Employees
Behavioral Assessment of Pets
Increased Live Release (Adoption & Rescue)
Increased Public Image (Volunteer Expansion)
Increased Foster Program
No Longer Funded Through Fundraising
Expanded Educational Programs

cc 11/15/16

Palm Valley Animal Center
Cost Analysis
January through December 2015

5B

	Fees	Donations	Expenses
Ordinary Income/Expense			
Income			
4000 · Contriburions & Fundraising			
4001 · Donations - Cash			
4010 · Donations - Cash - General			
4015 · Kennel Box Donations		10,204.61	
4010 · Donations - Cash - General - Other		60,765.26	
Total 4010 · Donations - Cash - General	0.00	70,969.87	0.00
4020 · Adoptions Donations		3,068.98	
4040 · Volunteer Donations		1,500.00	
4050 · Foster Donations		11,018.30	
4060 · Rescue Donations		250.00	
4070 · Restricted Donations	0.00	-	
4080 · Web Donations		1,737.76	
Total 4001 · Donations - Cash	0.00	88,544.91	0.00
4200 · Grant Revenue			
4250 · Grants - Other		6,246.68	
4230 · Grants - Foster Program		2,500.00	
4200 · Grant Revenue - Other		6,000.00	
Total 4200 · Grant Revenue	0.00	14,746.68	0.00
Total 4000 · Contriburions & Fundraising	0.00	103,291.59	0.00
4300 · Fundraising Revenue			
4401 · Ay Chihuaua		22,747.08	
4310 · Capital Campaign Fundraising			
4330 · Ghost Ball Fundraising		6,060.00	
4340 · Puppy Love Fundraising		246,156.71	
4350 · Other Fundraising Events		11,993.44	
6110 · Bingo Income		16,542.00	
4300 · Fundraising Revenue - Other		5,793.31	
Total 4300 · Fundraising Revenue	0.00	309,292.54	0.00
4320 · Fall Festival Fundraising	0.00	-	
4371 · PAWS FEST Sponors		3,000.00	
4360 · POLO MATCH		20,985.00	
5100 · Shelter Operations Revenue			
5110 · City/County Funding	1,746,071.23		
5150 · Admission Donations		7,403.00	
5200 · Animal Disposal Fees	7,684.00		
5300 · Claim Fees	45,245.99		
5400 · Rabies Fees	19,421.00		

Palm Valley Animal Center
Cost Analysis
January through December 2015

	Fees	Donations	Expenses
Total 5100 · Shelter Operations Revenue	1,818,422.22	7,403.00	0.00
5500 · Adoptions, Rescue, Foster Rev	226,952.10		
Total Income	2,045,374.32	443,972.13	0.00
Gross Profit	2,045,374.32	443,972.13	0.00
Expense			
7000 · Expenses - Fundraising			
7001 · Fundraising Expense			
Total 7000 · Expenses - Fundraising	0.00		0.00
7051 · Clear the Shelter Expense			2,697.13
7020 · Fall Festival Expense	0.00		
7201 · Shelter Operational Expense			321,855.73
7300 · Adoption Rescue Foster Expense			290,790.31
7400 · Personnel Expense			1,712,941.67
8000 · Non-Personnel Exp			445,119.61
Total Expense	0.00		0.00
Net Ordinary Income	2,045,374.32	443,972.13	2,773,404.45
Other Income/Expense			
Other Income		6,394.08	
Other Expense			3,425.00
Net Other Income	0.00	6,394.08	3,425.00
Net Income	2,045,374.32	450,366.21	2,776,829.45

Deficit	**-280,625.68**
Fundraising	**-450,366.21**
Total Deficit	**-730,991.89**

Intake for Quarantine for 2015			
City	Dog	Cat	Total
Alamo	18	1	19
Alton	10	1	11
Donna	11	1	12
Edcouch	2	0	2
Edinburg	89	16	105
Elsa	1	0	1
Hidalgo	5	0	5
Hidalgo County	109	2	112
La Villa	1	0	1
McAllen	88	23	111
Mercedes	20	3	23
Mission	1	0	1
Palmview	10	0	10
Penitas	8	0	8
San Juan	35	1	36
Weslaco	1	0	1
Total Animals			458
Intake for Quarantine for 2016			
01/01/2016-11/10/2016			
Alamo	10	1	11
Alton	9	1	10
Donna	18	3	21
Edcouch	1	0	1
Edinburg	71	13	84
Elsa	1	0	1
Hidalgo	5	0	5
Hidalgo County	109	2	112
Hidalgo County also had 1 monkey			
La Villa	3	0	3
McAllen	66	12	78
Mercedes	18	0	18
Mission	5	0	5

Palmview	3	0	3
Penitas	8	1	9
Pharr	0	1	1
San Juan	12	0	12
Total Animals			374

AI-57258 **County Judge's Office** **5. C.**

CC - REGULAR

Meeting Date: 11/15/2016

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

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion and approval of the Resolution establishing the Hidalgo County PACE Program as permitted by the Property Assessed Clean Energy Act, Texas LGC Chapter 399.
2. Approval of Interlocal Agreement between Hidalgo County and the Lower Rio Grande Valley Development Council to assist in implementation of PACE Program by providing administrative support.

BACKGROUND

Pending legal, email attached.

Fiscal Impact

Attachments

resolution
Legal
ica

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 01:21 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Virginia Jones		Started On: 11/08/2016 01:01 PM
Final Approval Date: 11/10/2016		

HIDALGO COUNTY COMMISSIONERS COURT
RESOLUTION ESTABLISHING THE HIDALGO COUNTY PACE PROGRAM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the 83RD Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the PACE Act), which allows the governing body of a local government, including a county, to designate an area of the territory of the local government as a region within which an authorized local government official and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, agricultural, and large multifamily residential real property in the County of Hidalgo, Texas (County) will further the goals of energy and water conservation without cost to the public;

WHEREAS, the Hidalgo County Commissioners Court (Commissioners Court) finds that third-party financing of energy and water conserving projects through contractual assessments maintained by the County (PACE financing) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions;

WHEREAS, the Commissioners Court adopted a Resolution of Intent to establish a PACE program for the County on July 19, 2016, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the County website and for inspection in the County Judge's office;

WHEREAS, the public hearing required by Section 399.008(a)(2) at which the public could comment on the proposed program, including the report available for public inspection as mentioned above occurred August 16, 2016 at 9:30 a.m. in the County Commissioners Courtroom, Hidalgo County Courthouse Annex III, 100 E. Cano St., First Floor, Edinburg, Texas 78539;

WHEREAS, the Commissioners Court finds that administration of the program by the Lower Rio Grande Development Council (the Council), which will be compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of County resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to the County; and

DRAFT

WHEREAS, the PACE program will be administered by the Lower Rio Grande Development Council (Council) as authorized under section 399.008 (d)(2) of the Texas Local Government Code, on behalf of the County of Hidalgo, to enable citizens of the County access PACE using the same processes and documents under one administrator and benefit from simplicity and uniformity throughout the County;

NOW THEREFORE, be it resolved by the Commissioners Court that:

1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

2. Establishment of Program. The County hereby adopts this Resolution Establishing the Hidalgo PACE Program and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to the County and its citizens. The program will be called the Hidalgo Property Assessed Clean Energy (Hidalgo PACE) and is herein called "the Program."

3. Contractual Assessments. The County will, at the property owner's request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.

4. Qualified Projects. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

   Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

   An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. Region. The boundaries of the entire geographic area within Hidalgo County's jurisdiction are included in the boundaries of the region where PACE financing and assessments can occur.

DRAFT

6. Third- Party Financing. Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Council to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. The County will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The County will not, at this time, provide financing of any sort for the program.

7. Authorized Representative. The Council is designated as the Authorized Representative with authority to enter into written contracts with the record owners of real property in Hidalgo County to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property and enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments. The County Judge or his designee will be the liaison with the Council in its role as authorized representative.

8. Enforcement. The County will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.

9. Report. The final report on the program, prepared in accordance with Section 399 of the Texas Local Government Code is attached and incorporated into this resolution. The County Administrator will post the report on the County website.

10. Amendment of Program. The Commissioners Court may amend the Program by resolution. However, another public hearing is required before the Program may be amended to provide for County financing of qualified improvements through assessments.

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Adopted this _____ day of _____, 2016.

_____
Ramon Garcia, Hidalgo County Judge

_____
A.C. Cuellar, Jr.
Commissioner, Precinct One

_____
Eduardo "Eddie" Cantu
Commissioner, Precinct Two

_____
Joe M. Flores
Commissioner, Precinct Three

_____
Joseph Palacios
Commissioner, Precinct Four

Attest:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

[INSERT REPORT]

DRAFT

Fwd: Draft PACE Resolution & Interlocal

From : Virginia R Jones <virginia.jones@co.hidalgo.tx.us> Thu, Nov 10, 201
Subject : Fwd: Draft PACE Resolution & Interlocal 2 a
To : Gabriela Garza <gabriela.garza@co.hidalgo.tx.us>
Cc : Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Michael Leo <michael.leo@co.hidalgo.tx.us>

This is what we have as of yet. Will provide proper documentation once I've received confirmation from legal on caption.

Virginia Jones
Administrative Assistant
Office of County Judge Ramon Garcia
100 E. Cano - 2nd Floor
Edinburg, Texas 78539
Tel (956) 318-2600, ext. 5004
Fax (956) 318-2699
virginia.jones@co.hidalgo.tx.us
www.co.hidalgo.tx.us

From: "Virginia R Jones" <virginia.jones@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "erin thorn" <erin.thorn@da.co.hidalgo.tx.us>
Sent: Thursday, November 10, 2016 11:05:14 AM
Subject: Re: Draft PACE Resolution & Interlocal

Good Morning, please review the wording for the PACE agenda items and advise of any changes need to be made. Thank you.

Resolution Establishing PACE and Interlocal

1. Discussion and approval of the Resolution establishing the Hidalgo County PACE Program in connection to the Property Assessed Clean Energy Act, Texas LGC Chapter 399.

2. Approval of the PACE Interlocal Agreement between Hidalgo County and the Lower Rio Grande Valley Development Council.

Virginia Jones
Administrative Assistant
Office of County Judge Ramon Garcia
100 E. Cano - 2nd Floor
Edinburg, Texas 78539
Tel (956) 318-2600, ext. 5004
Fax (956) 318-2699
virginia.jones@co.hidalgo.tx.us
www.co.hidalgo.tx.us

From: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
To: "Virginia R Jones" <virginia.jones@co.hidalgo.tx.us>
Sent: Wednesday, November 9, 2016 3:11:48 PM

Subject: Fwd: Draft PACE Resolution & Interlocal

Can you please review?

Michael Leo, EDFP
Director of Economic Development
Office of Hidalgo County Judge Ramon Garcia
100 E. Cano, Ste. 201
Edinburg, TX 78539
Ph: (956) 318-2600
Fx: (956) 318-2699

From: "Erin Thorn" <erin.thorn@da.co.hidalgo.tx.us>
To: "michael leo" <michael.leo@co.hidalgo.tx.us>
Cc: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>, "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Wednesday, November 9, 2016 2:37:24 PM
Subject: Draft PACE Resolution & Interlocal

Dear Mr. Leo,

Please find attached suggested drafts of the PACE Resolution and PACE Interlocal.

Please do not hesitate to reach out to our office with any further questions or concerns regarding these documents.

Thank you,

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

****
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****

11-15-16 Pace Interlocal Agreement.revised (4).pdf
192 KB

11-15-16 Resolution Establishing Hidalgo County PACE Program.pdf

191 KB

PACE INTERLOCAL AGREEMENT

THIS First Amended Interlocal Cooperation Agreement, hereinafter referred to as "Agreement" is made on this the 15th day of November, 2016, by and between THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC), hereinafter referred to as "LRGVDC", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, (the "Act") Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the LRGVDC is a regional Planning Commission and political subdivision of the State of Texas and the County is defined as a local government and a political subdivision of the State of Texas under the Act; and

WHEREAS, the County is a "local government" as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, the LRGVDC and the County are authorized to enter into this agreement pursuant to the Act, which authorizes local governmental agencies to contract with political subdivisions of the State to perform governmental functions and services under the terms of the Act; and

WHEREAS, both the LRGVDC and the County share a common interest in administering services in order to help create and/or retain jobs and to assist in the growth and stability of the business sector in Hidalgo County; and

WHEREAS, the County has established a Property Assessed Clean Energy (PACE) Program for Hidalgo County through which businesses in Hidalgo County will be able to take advantage of low-cost, long-term loans for 100% of the cost of energy-efficiency and water conservation improvements; and

WHEREAS, the LRGVDC recognizes the economic benefits the Hidalgo County PACE Program will provide to Hidalgo County and desires to provide support for the administration thereof;

NOW, THEREFORE, County and LRGVDC, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, as authorized by section 399.008 (d)(2) of the Local Government Code, County and LRGVDC agree as follows:

1. **Services Performed by the LRGVDC**: LRGVDC will provide the following administrative services for the benefit of the Hidalgo County PACE Program:

COMMUNITY OUTREACH:

- Establish a PACE Program website and database;

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- Develop a marketing plan and market PACE financing and promote owner participation in the Program;

- Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;

- Publish link to the PACE-in-a-Box Technical Standards Manual on the LRGVDC's website;

- List interested, qualified Lenders on the PACE Program website or link to another neutral non-profit directory of Lenders to enable property owners to identify potential sources of private third-party financing;

- Coordinate training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the PACE-in-a-Box Technical Standards Manual; and

- Establish quality assurance measures.

APPLICATION AND APPROVAL PROCESS:

- Coordinate contract(s) between the County and third party financing (hereinafter referred to as "Lender(s)") regarding the servicing of the debt through assessments, and the collection of assessments.

- Publish a Project Application Form based on PACE-in-a-Box model application form on the PACE Program website;

- Review submitted Application forms for administrative completeness and notifies the applicants of any missing information;

- Maintain the confidentiality of owner information;

- When Applications are complete, make a preliminary determination of eligibility for participation in the Pace Program and issue preliminary letters to owners and Lenders indicating whether, subject to verification of all Lenders underwriting and closing requirements, the information submitted indicates that the proposed project meets PACE Program requirements;

- Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according to the PACE-in-a-Box Technical Standards Manual;

- Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the

DRAFT

expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);

- Confirm that the Lender has determined, based on underwriting factors established by the Lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment

- Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lien holder's written consent prior to the imposition of the PACE assessment;

- Review and finalize the terms of every Owner Contract and Lender Contract prior to execution;

- Collect and retain owner application fees as compensation for administrative services;

- Perform closing verification reviews and schedule assessment transaction closings when all requirements are met;

- Coordinate and take part in assessment transaction closings;

- Arrange for recording of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located;

- Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each project was properly completed and is operating as intended; and

- Collect and retain administration fees collected by Lenders from owners that receive PACE financing.

MANAGEMENT AND REPORTING:

- Manage communications with Lenders regarding assessment servicing, payment, and default;

- Upon notification by a Lender of an owner's default in payment of an assessment and the Lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;

- Receive and store owner reports on energy and water savings;

- At the request of property owners, prepare annual notices of assessment to be issued by Hidalgo County to the owners, stating the total amount of the payments due on each

DRAFT

assessment in the coming calendar year according to the owner contract and the financing documents;

- Determine the amounts of the application and administration fees to be paid by owners;

- Report annually to County on PACE Program usage and the resulting energy and water savings enabled through PACE Assessments.

2. **County Responsibilities**.

County may contract to enforce an assessment lien in the same manner that a property tax lien against real property may be enforced by the County, as authorized by section 399.014(c) of the Texas Local Government Code.

County will keep all penalties related to PACE loans as collected through its property tax enforcement procedures.

3. **Payment for Services**. County will not pay for services provided by LRGVDC as discussed in this Agreement.

LRGVDC will impose fees to PACE program applicants. These fees shall be used to offset the costs of administering the program. The applications fees to be assessed will include:

- Property owners interested in participating in the PACE Program will pay a $500 Application Fee when an application is filed. No refunds will be available.

- A program application fee of 1% will then be paid by eligible property owners requesting to participate in the PACE Loan program. The application fee (listed above) will be included and credited in the full loan application process. Program application and administrative fees may be included in the total amount financed through the assessments.

- The Texas Pace Authority will be responsible for all of the loan servicing.

4. **Confidentiality.** During the processing of the loan and/or services to be provided under this agreement, the LRGVDC will treat as confidential the information or knowledge that becomes known during the application process as confidential and shall disclose it only to its officers, directors, or employees with a specific need to know the confidential information. It will not release, use, copy, or disclose such information and agrees not to share it with any third party or individual except with the specific prior written authorization of the loan applicant. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The LRGVDC shall promptly notify County of any misuse or unauthorized disclosure of its confidential information. This Program will comply with all security policies that may apply.

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5. **Term of Agreement**. This contract shall begin upon execution of this agreement.

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

7. **Amendment**. Amendments to this Agreement shall be in writing and signed upon final approval by both Parties**.**

8. **Indemnification**. To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and its respective directors, officers, employees, agents, and representatives, harmless from and against any claims liabilities, damages and expenses arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, facility, staff, agents or representatives, under this Agreement excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, staff, agents or representatives.

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

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

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

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

13. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

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the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

LRGVDC: LRGVDC Economic Development Department
c/o Terrie G. Salinas
301 W. Railroad Street
Weslaco, TX 78596

County: Hidalgo County Judge's Office
c/o Economic Development Director
100 E. Cano, Ste 201
Edinburg, TX 78539

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

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

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

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

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

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

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

20. **Authorization**. This Agreement is entered into by the duly authorized officials of each respective party.

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Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

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

County of Hidalgo, Texas

By: _____
Ramon Garcia
Hidalgo County Judge

Date:_____

Lower Rio Grande Valley Development Council

By:_____
Kenneth N. Jones, Jr.
Executive Director

Date:_____

ATTEST

_____
Arturo Guajardo, Jr.
Hidalgo County - County Clerk

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AI-57250 **County Judge's Office** **5. D.**

CC - REGULAR

Meeting Date: 11/15/2016

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

Department: COUNTY JUDGE

Information

CAPTION

1. Approval of order and Interlocal Agreement by and among City of Pharr, Hidalgo County, and Tax Increment Reinvestment Zone Number Two, City of Pharr, Texas, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone Number Two.
2. Appointment of one (1) board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number Two, City of Pharr, Texas, Board of Directors

BACKGROUND

Fiscal Impact

Attachments

TIRZ
order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 01:20 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Virginia Jones		Started On: 11/08/2016 08:56 AM
Final Approval Date: 11/10/2016		

THE STATE OF TEXAS	§	
	§	**CITY OF PHARR**
COUNTY OF HIDALGO	§	

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and among (i) the CITY OF PHARR, TEXAS (hereafter referred to as the "City"), a Texas Home Rule City, acting through its City Manager pursuant to the TIRZ II Ordinances (as defined below), (ii) HIDALGO COUNTY (hereafter referred to as the "County"), a political subdivision of the State of Texas, and (iii) REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS, a reinvestment zone (hereafter referred to as the "Zone", as hereafter further defined) created by the City pursuant to the TIF Act (as defined below), acting by and through its duly authorized Board of Directors (the "Board"), established to administer, manage, and/or operate the Zone pursuant to Sections §311.009(b) and 311.010of the TIF Act. Collectively, the City, the County, and the Zone may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and the TIF Act for the participation of City and County in the Pharr City Development Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the other Parties and the County Auditor at least ten (10) days prior written notice.

CITY

Ambrosio Hernandez, MD
Mayor
CITY OF PHARR
118 S Cage Blvd
Pharr, Texas 78577

COUNTY

Ramon Garcia
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

HIDALGO COUNTY AUDITOR

Hidalgo County Auditor
Attention: Ray Eufracio, CPA
Re: City of Pharr-TIRZ #2

BOARD

Attention: Chairman
CITY OF PHARR – TIF REINVESTMENT ZONE #2
118 S Cage Blvd, 4th Floor

PHARR, Texas 78577

2808 South Business Hwy 281
Edinburg, Texas 78539

B. Index

This Agreement consists of the following sections:

Section	Description	Page
I.	Parties	1
II.	Definitions	2
III.	Background	5
IV.	Rights and Obligations of County	7
V.	Rights and Obligations of City and Zone	12
VI.	Term and Termination	14
VII.	Miscellaneous	15
Exhibit "A"	Project Plan	
Exhibit "B"	City of Pharr Ordinances	
B-1	O-2015-52	
B-2	O-2015-57	
B-3	O-2016-15	
B-4	O-2016-29	
B-5	O-2016-31	
Exhibit "C"	Board Minutes and Ordinances	
C-1	December 1, 2015 Minutes	
C-2	December 8, 2015 Minutes	
C-3	O-2015-01-TIRZ	
C-4	July 22, 2016 Minutes	
C-5	August 23, 2016 Minutes	

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the Zone, as described in this Agreement. These costs include, but are not

limited to, costs and expenses for legal review and financial analysis related to the Zone incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs over the life of the Zone are estimated to be twenty thousand dollars ($20,000). The only taxing entity to receive reimbursement for Administrative Costs is the County.

2. "Agreement" means this Interlocal Agreement.

3. "Agreement Term" has the meaning set forth in Section VI.A. below.

4. "Applicable M&O Tax Rate" for any given year means the lesser of (i) the Base Year M&O Tax Rate and (ii) the County M&O Tax Rate for the given year. The Base Year M&O Tax Rate was $0.5225 per $100 dollars of valuation.

5. "Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the County.

6. "Base Year" means the year in which a Tax Increment Reinvestment Zone is created by ordinance.

7. "Board" has the meaning set forth in Section I.A.1 above.

8. "Captured Appraised Value" means the captured appraised value of the Zone, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the Zone for that year less the total appraised value of that property in 2015, the Base Year of the Zone.

9. "City" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

10. "City Commission" means the City Commission of the City.

11. "County" has the meaning set forth in Section I.A.1 above.

12. "County M&O Tax Rate" means that portion of the ad valorem tax rate used by the County for Maintenance and Operation. The County M&O Tax Rate may change from time to time. The County M&O Tax Rate is subject to change by the County in accordance with applicable law, and therefore may be changed by the County during the term of the Zone.

13. "Initial Plan" has the meaning set forth in Section III.B. below.

14. "Material Change" has the meaning set forth in Section IV.B.5 below.

15. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the Zone" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the Zone, and collectively, two or more taxing units participating in the Zone, and may include City and County.

16. "Parties" has the meaning given such term in Section I.A.1 above.

17. "Project" refers to the City of Pharr Proposed Public Improvements identified in the Project Plan.

18. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code, that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; and rights-of-way.

19. "Project Plan" (also referred to as "Amended Project Plan") means the Final Project Plan and Financing Plan for the Zone, which is attached hereto as Exhibit "A", as adopted by the Board on August 23, 2016, and as passed and approved by the City Commission by Ordinance No. O-2016-31 on the same date.

20. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the Zone. Further, with respect to the County, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the County each year.

21. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the Zone as of January 1, 2015, the year in which the Zone was designated, plus, with respect to any real property taxable by a Participating Taxing Entity added to the Zone after the Base Year, the total appraised value of such added real property taxable by a Participating Taxing Entity as of January 1 of the year in which such real property was added to the Zone.

22. "Tax Increment Fund" means the tax increment fund created by the City for the deposit of Tax Increments for the Zone, entitled "Reinvestment Zone Number Two City of Pharr, Texas Tax Increment Fund."

23. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

24. "TIF Act" means the Tax Increment Financing Act (Chapter 311 of the Texas Tax Code).

25. "TIRZ Ordinances" means the following ordinances passed and approved by the City Commission on the specified dates:

a. O-2015-52 on November 17, 2015 (first reading on February 17, 2015 and second on March 3, 2015)
b. O-2015-57 on December 8, 2015
c. O-2016-15 on April 18, 2016
d. O-2016-29 on July 22, 2016
e. O-2016-31 on August 26, 2016

The TIRZ Ordinances are attached hereto as Exhibit "B".

26. The "Term of the Zone" has the meaning set forth in Section III.B.8 below.

27. "Transportation Zone" means Transportation Reinvestment Zone Number Two, Hidalgo County.

28. "Zone" means REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, the description of which is contained in Exhibit "A", attached hereto.

III. BACKGROUND

A. The City Commission on Tuesday February 3rd, 2015, expressed the City's intent to create a tax increment financing reinvestment zone by approving Resolution # 2015-08 to support revitalization activities for the Zone, commonly known as the Pharr Redevelopment Project, pursuant to Chapter 311, Texas Tax Code.

B. The City represents as follows with respect to the Zone:

1. On November 17th, 2015, the City Commission passed and approved Ordinance No. O-2015-52, earlier versions of which had previously been read, passed and approved by the City Commission in on February 17th, 2015 and March 3rd, 2015. A certified copy of Ordinance No. O-2015-52 is attached hereto as Exhibit B-1. Due to a scrivener's error, the Zone's effective date of November 17, 2016, and the Zone's termination date of December 31, 2035, which the City had intended to have inserted into the Ordinance, were not typed into section 4 of Ordinance No. O-2015-52 prior to its approval (although section 13 of the Ordinance specifies when the Zone takes effect).

2. On December 8th, 2015, the City Commission passed and approved Ordinance No. O-2015-57, a certified copy of which is attached hereto as Exhibit B-2, which approved the Reinvestment Zone Financing Plan dated December 4, 2015 (the "Initial Plan"), which had been adopted by the Board as set forth below in Section III.C.1. The description of the Zone boundaries included in the Initial Plan included land that had inadvertently been omitted from the boundaries established in Ordinance No. 2015-52.

3. Having become aware of the errors and omissions referenced above, among others, the City Commission declared an emergency and passed and approved Ordinance No. O-

2016-15 on April 18th, 2016, and, in effect, re-approved the terms of Ordinance O-2015-52 without referencing the changes or explaining the actions. A certified copy of Ordinance O-2016-15 is attached hereto as Exhibit B-3.

4. In order to amend the boundaries of the Zone and otherwise amend and correct Ordinance O-2015-52, the City Commission declared an emergency and passed and approved No. O-2016-29 on July 22nd, 2016. A certified copy of Ordinance O-2016-29 is attached hereto as Exhibit B-4. The added portions of the Zone do not include any real property that is currently subject to taxation by a Participating Taxing Entity, accordingly, tax account numbers have not been added to the TIRZ Ordinances for the real property added to the Zone.

5. On August 23rd, 2016, the City Commission passed and approved Ordinance O-2016-31, which adopted the Amended Project Plan.

6. The Zone will provide funding for public improvements within the Zone. The Zone commenced on November 17th, 2015, and is projected to terminate on December 31st, 2035, unless earlier termination occurs under this Agreement (the "Term of the Zone").

7. The Tax Increment Fund was authorized by Ordinance No. O-2015-52.

8. The City complied with all legal requirements, including those set forth in the TIF Act, and notice requirements in the creation and expansion of the Zone, and the Base Year for the Zone is 2015, provided, however, that the portions of the Zone added to the Zone in 2016 would have a 2016 base year should any of the added portions be subject to taxation by a Participating Taxing Entity during the Term of the Zone. The City's compliance with legal requirements with respect to the creation of the Zone is supported by the opinion letter of the City attorney of even date herewith, which has been provided to the County.

C. The Board represents and warrants as follows:

1. On December 1st, 2015, the Board met but did not take action. (The minutes of the meeting are attached hereto as Exhibit C-1.) On December 8th, 2015, in accordance with Section 311.011 of the TIF Act, the Board approved the Initial Plan. A certified copy of the minutes of the meeting at which the Board acted are attached hereto as Exhibit C-2 and a certified copy of Ordinance O-2015-01-TIRZ, which was passed and approved by the Board at such meeting, by which the Board approved the Initial Plan, is attached hereto as Exhibit C-3.

2. On July 22nd, 2016, in order, among other changes, to approve the amended boundaries of the Zone, the Board approved a motion accepting the amending of Ordinance O-2016-15. The City's amendment of Ordinance O-2016-15 is found in Ordinance O-2016-29, restating O-2016-15 as amended. A certified copy of the minutes of the meeting at which the Board acted are attached hereto as Exhibit C-4.

3. On August 23rd, 2016, in order to amend the Initial Plan, the Board approved a motion accepting the amending of Ordinance O-2015-57, which is the ordinance by which the City had previously approved the Initial Plan adopted by the Board in December 2015. The

recitals to Ordinance O-2016-31 state that the ordinance will serve to amend Ordinance O-2015-57 by approving the Amended Project Plan. A certified copy of the minutes of the meeting at which the Board acted are attached hereto as Exhibit C-5.

4. The Board complied with all legal requirements, including those set forth in the TIF Act, with respect to the adoption of the Initial Plan and the amendment of it through the adoption of the Amended Project Plan.

D. The County hereby acknowledges receipt of notice of the initial creation of the Zone.

E. The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City or the Board to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the County

1. Subject to the limitations set out in this Agreement, the County agrees to participate in the Zone by contributing to the Tax Increment Fund an amount equal to 50% of the revenue generated from the Applicable M&O Tax Rate as assessed and collected on the Captured Appraised Value for each respective tax year during the Term of the Zone. For the purpose of this Agreement the Applicable M&O Tax Rate shall be calculated as set forth in Section IV(B)(2) of this Agreement. In no event shall the County contribution to the Tax Increment Fund be greater than two million twenty-six thousand two hundred and eight-nine dollars ($2,026,289), over the life of the Zone beginning with the 2016 tax collection year.

2. The Parties hereto agree that the County's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the Zone. The County's contributions to the Tax Increment Fund shall end (a) when it has contributed the maximum total contribution provided for herein of two million, twenty-six thousand, two hundred and eighty-nine dollars ($2,026,289), or (b) when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the County's fiscal year 2035 (ending on December, 2035), whichever occurs first.

B. Tax Increment Payment

1. a. County's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the County collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the County that are attributable to real property in the Zone shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment.

b. County agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2016 by the latter to occur of:

(i) all tax accounts having been coded by the Hidalgo County Appraisal District and the Hidalgo County Tax Office having received the list of tax accounts;
(ii) collection reports having been provided to the Hidalgo County Auditor's Office;
(iii) the information required under Section 311.016 of the Tax Code having been provided to the County;
(iv) May 1st, 2017; and
(v) thirty (30) days after the full execution and delivery of this Agreement by all Parties.

The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2017, but only for tax year 2016.

c. For subsequent payments, the County agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the County's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date.

d. Under no circumstances shall the County be required to participate in the Zone with taxes attributable to periods after 2035.

e. The County's Administrative Costs incurred but not previously reimbursed will be reimbursed to the County by deduction from the annual payment made to the Tax Increment Fund.

f. The City shall request collection reports from the Hidalgo County Tax Assessor Collector and provide a copy of these reports along with a payment request detailing the payment calculation as illustrated in the chart in Subsection g. below to the County one month prior to a payment required to be made under this agreement.

g. The chart below is an example of the calculation of the County's Tax Increment Payment.

[Remainder of page intentionally left blank]

Assuming for the purpose of this example, the taxable value of the Zone for the year for which the calculation is being made is $100,000.00, the Tax Increment Base is $10,000.00, the unreimbursed Administrative Costs are $100.00, the Applicable M&O Tax Rate is 0.52 and the overall County tax rate is $0.0059.

Tax Increment Reinvestment Zone (TIRZ) Payment Calculation	**EXAMPLE**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$100,000.00
(Multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	0.0059
GHD Actual Tax Levy for all real property tax accounts located within the TIRZ	**$590.00**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by HCAD)	$100,000.00
(*Less*) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD)	$10,000.00
Captured Appraised Value	**$90,000.00**
Captured Appraised Value	$90,000.00
(*multiplied by*) Contribution Rate (The lesser of actual tax year County M&O Tax Rate or rate specified on agreement) (0.52/100)	0.0052
Tax Levy Due to TIRZ	**$459.00**
TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$300.00
(*divided by*) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$590.00
Percent Collected of Actual Levy	**50.85%**
Tax Levy Due to TIRZ	$459.00
(*Multiplied by*) Percent Collected of Actual Levy	50.85%
TIRZ PAYMENT AMOUNT	**$233.39**
LESS ADMINISTRATIVE COSTS (amount deducted per year ex: $100.00)	**$100.00**
FINAL TIRZ PAYMENT AMOUNT	**$133.39**

2. One month prior to a payment required under Section IV.B. of this Agreement, the City shall provide to the County the TIRZ annual audit report, an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the Zone's board members, including the term of each board member, the entity that appointed the board member, the date for the next annual meeting and a formal request for payment. In addition to and as part of the City's fact sheet, the City shall supply the County with all information as required under Section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the City.

3. In the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the County, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the County under this Agreement. The annual Captured Appraised Value for the real property contained within the Zone shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Office's verification of collections in regards to the real property contained with the Zone. If the certified taxable value changes after the initial tax increment payment has been made, the change in value will not be included in the tax payment in the upcoming years.

4. Any delinquent deposit by the County of a Tax Increment Payment under this Agreement shall be administered as provided in Sections 311.013(c) and (c-1) of the Texas Tax Code, which state as follows:

> (c) Notwithstanding any termination of the reinvestment zone under Section 311.017(a) and unless otherwise specified by an agreement between the taxing unit and the municipality or county that created the zone, a taxing unit shall make a payment required by Subsection (b) [Tax Increment Payment] not later than the 90th day after the later of:
>
> (1) the delinquency date for the unit's property taxes; or
>
> (2) the date the municipality or county that created the zone submits to the taxing unit an invoice specifying the tax increment produced by the taxing unit and the amount the taxing unit is required to pay into the tax increment fund for the zone.
>
> (c-1) A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of 10 percent.

The Parties expressly agree that the County shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the County. Further, the County shall not be liable for the payment of any penalties or interest if the fact sheet and payment request required under Section IV.B.2 and the report required under Section §311.016 of the Texas Tax Code are not timely submitted to the County or in any situation in which the City is not obligated to pay penalties and interest.

5. The City agrees to comply with the Project Plan. The City and the Board agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by

which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project or which is otherwise specified herein (a "Material Change")) to the Project Plan; provided that any change that is not approved by the County shall not change the amount of Tax Increment Payments due from the County. The City shall have the right to amend and modify the Project Plan without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a Material Change.

6 If the City materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the City and the Zone (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the Zone and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then County may discontinue its Tax Increment Payments and terminate its participation in the zone.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the County shall not have any obligation or responsibility for any costs or expenses associated with the development of the Zone or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the Zone or the Board relating to the Zone or any costs associated with the operation of Zone, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the County's total Tax Increment Payment to the Tax Increment Fund over the term of the Zone shall not exceed two million, twenty-six thousand, two hundred and eighty nine dollars ($2,026,289), plus any applicable penalty, and/or interest allowed in Section 311.013 of the Tax Code, subject to the limitations in Section IV.B.4.

9. a. *General Provisions*. The County agrees to participate at fifty percent (50%) of the Applicable M&O Tax Rate (50% of the Applicable M&O Tax Rate currently equaling $0.26125 per $100 valuation on the Captured Appraised Value) for real property in the Zone. The City represents and warrants that none of the real property in the Zone is in the Transportation Zone

b. *Greater County M&O Tax Rate*. If the County M&O Tax Rate for any given year is greater than the Applicable M&O Tax Rate during any year during the Term of the Zone, the County shall retain all taxes collected in excess of 50% of the Applicable M&O Tax Rate per $100 valuation on the Captured Appraised Value and to the extent any such excess has been contributed into the Tax Increment Fund, such excess shall be promptly refunded to the County.

10. County taxes that are delinquent for more than five years will be considered un-collectible and shall not be included in the Tax Increment Payment.

C. Management of the Zone

1. The Zone shall in all respects be managed by the Board, including the Director appointed by the County. The Board shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the Zone and carry out the Project and Finance Plan. The Board shall cause the Zone to comply with the Project Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The Board shall be composed of five (5) members, as allowed under Section 311.009(b) of the Texas Tax Code. The County shall have the right to appoint one member of the Board. If it is necessary for the City or the Board to make or confirm the appointment of the County's designee, the County and the Board, as applicable shall promptly appoint or confirm the County's designee.

D. Expansion of the Zone

Notwithstanding anything to the contrary contained herein, the obligation of the County to participate in the Zone is limited to the description of the Zone in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The County's participation shall not extend to the Tax Increment on any additional real property added to the Zone by the City unless the County approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the City

Subject to the terms of this Agreement and the City agrees to participate in the Zone by contributing to the Tax Increment Fund seventy five percent (75%) of its Tax Increment each year during the term of this Agreement, beginning with the 2015 tax year. The City's contributions to the Tax Increment Fund shall end when the City has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the Zone termination date in 2035 whichever occurs first. In no event shall the City contribution to the Tax Increment Fund be greater than three million, three hundred eighty six thousand, one hundred and thirty-one dollars ($3,386,131).

B. Tax Increment Payment

1. The City's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the City collects its Tax Increment. The City agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2015 by April 30, 2016. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2016, but only for the tax year 2015 beginning January 1, 2015. For subsequent Tax Increment Payments, the City agrees to contribute its Tax Increment Payment to the Tax Increment Fund on or before

March 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the City under this Agreement shall be administered as provided in Sections 311.013(c) and (c-1) of the Texas Tax Code (or its successor provision).

2. The County, the City and the Zone expressly agree that the County and the City shall not owe any interest on Tax Increments that have been levied, but not received by the County or the City by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The City and the Zone shall be entitled to enter into any other agreements for the City or the Zone to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the Board shall administer the Tax Increment Fund on behalf of the Zone, pursuant to the TIRZ Ordinances. Except for amounts to be reimbursed to the County for Administrative Costs, the payment of which are expressly approved hereby, no funds shall be disbursed from the Tax Increment Fund without the prior written approval of the Board, and notice of use and disbursement of funds by the Zone shall be given at least annually to the County.

2. The parties agree and understand that under no circumstances shall reimbursement to the County for Administrative Costs exceed, in the aggregate, the amount set out and described in Section II.1 above over the Term of the Zone.

3. In addition to Project Costs and any other allowable costs, the City and Zone represent and warrant that they will only use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the Zone under Section 311.015 of the Texas Tax Code; and (ii) to reimburse Administrative Costs incurred by the County to the extent not previously recouped by the County as a reduction to the annual Tax Increment Payment. City acknowledges that the only entity to receive Administrative Costs is County.

E. Implementation of Project Plan.

The City and Zone agree to implement the Project Plan in accordance with the terms thereof, without any Material Change. The City and Zone agree that the annual documentation provided to the County prior to any payment being due will include a detailed status update with documentation of the progress made with respect to the implementation of the Project Plan. In the event construction of the improvements set forth in the Project Plan is not commenced by 2020, or thereafter fails to diligently pursue completion of the Project Plan, the County may (i)

withhold payments until thirty (30) days following notice to the County from the Zone, with documentation satisfactory to the County, that such failure has been remedied and (ii) if not promptly remedied following notice from the County, to terminate its participation in the TIRZ. For the avoidance of doubt, the parties expressly agree that no such action by the County will result in a County Tax Increment Payment being delinquent (and, accordingly, neither interest nor penalties could be due from the County), because the County's exercise of its rights hereunder would prevent any Tax Increment Payment from being due hereunder from the County.

VI. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2035, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the County agrees to participate under this Agreement, beginning with the 2016 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the County's Tax Increment Payments will not be made after December 31, 2035.

B. Early Termination

Neither the City nor the Board shall take any action to terminate the Zone earlier than the duration of the Zone as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the Zone and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor provision thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the County upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the City and County, said dispute will be resolved by the respective audit offices of the City and County. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the County and the Mayor of the City.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the City are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than City. With respect to the City's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the City shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the Amended Project Plan passed and approved in accordance with Ordinance No. O-2016-31 dated August 23, 2016. The City and the County are not obligated above and beyond what is actually collected as its Available Tax Increment during the Term of the Zone.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the City to terminate hereunder, the County shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the County shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the County's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission and only the Commissioners Court of the County have authority to approve a change or amendment to this Agreement on behalf of the City or the County, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and

addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Commission and only the Commissioners Court of the County have authority to approve a delegation or assignment of the County's or the City's rights in this Agreement on behalf of the City or the County, respectively. No such assignments shall be made without the prior consent of the other parties hereto.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The County acknowledges that it was provided with a copy of the Initial Plan for review and comment before the Amended Project Plan was finalized and approved by the City Commission. The Parties agree a Material Change to the Project Plan shall not apply to the County unless the County approves the amendment as provided herein. Material Changes include, without limitation, and change or combination of changes that (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the County to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the Zone set forth in the Project Plan or (iii) changes the nature of the improvements included in the Project.

J. Access to Financial Information

The Zone agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the County. Furthermore, each Party to this

Agreement shall have reasonable access to financial or other information and audit reports regarding the operation of the Zone, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the City agrees, during the term of this Agreement, to prepare and deliver an annual report to the County in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The County shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report (and other documentation and information pursuant to Section IV.B.2 above) from the City for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld or delayed payments notwithstanding any provision herein to the contrary.

K. Zone Designation

The City represents that its designation of the Zone meets the criteria of Section 311.005(a), Texas Tax Code.

[Signature page follows]

IN WITNESS HEREOF, the CITY OF PHARR; HIDALGO COUNTY and REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS have made and executed this Agreement in triplicate originals on this 15th day of November, 2016.

CITY OF PHARR

_____
Ambrosio Hernandez, MD
Mayor

ATTEST/SEAL:

_____
Hilda Pedraza
City Secretary

HIDALGO COUNTY

By:_____
Ramon Garcia
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR
HIDALGO COUNTY:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

REINVESTMENT ZONE NUMBER 2,
CITY OF PHARR, TEXAS

_____
Presiding Officer

Exhibit A

Tax Increment Reinvestment Zone Number 2, City of Pharr
Project Plan and Financing Plan

[See attached – 19 pages]

AMENDED REINVESTMENT ZONE PROJECT & FINANCING PLAN

City of Pharr Tax Increment Reinvestment Zone # 2

August 23, 2016

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SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Pharr Tax Increment Reinvestment Zone ("TIRZ") Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to promote and encourage construction of new retail, food service, mixed use commercial, multi-family, and senior, retired and assisted living facilities in areas of the City that has significant and varied impediments to development.

Tracts of land in the western sector of the city primarily along Jackson Road have remained vacant due to inadequate city street infrastructure, inadequately sized or no utility lines, drainage issues, water and sewer availability, and lack of adequate fire flow. The costs associated with the remediation of these development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the city will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements, primarily drainage, associated with needed development in this sector of the City
2. Replace low value existing land uses with high value retail, commercial, food service and senior multi-family and assisted living facilities.
3. Offer employment opportunities and reduce commuting time for Pharr and Hidalgo County residents.
4. Provide a more efficient use of existing city and county services.
5. Help to address structural imbalances in the Pharr economy and housing market.

The proposed TIRZ is comprised of vacant and partially improved land in the western sector of the City. Also included within the TIRZ boundaries are the public rights of way and the associated ally ways of the streets as well as all utility easements, drainage easements, drainage structures and detention facilities located within the TIRZ boundaries. All of the right of way of Jackson Road from Ridge Road to Owassa Road as well as the Right of way of Ridge Road from Cage Road to Jackson Road and the right of way of the Business 83 and Hwy 83 turnaround are included within the boundaries of the Zone as well as all of the right of way, easements, alleys and drainage structures contemplated to be included in the "West Downtown Drainage Project."

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Pharr Tax Increment Reinvestment Zone, are:

- Provide for new commercial and retail uses through the installation of the "West Downtown Drainage System" improvements

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension of existing City streets
- Provide employment opportunities to service increasing population growth within the City of Pharr and surrounding Hidalgo County.
- Solve long-range storm drainage issues that affect both City residents as well as, surrounding Hidalgo County residents.

The City of Pharr Tax Increment Reinvestment Zone Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District and the City, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial, retail, food service and residential development to include affordable, work force and market rate housing.

Planned Private Development

The City of Pharr TIRZ Private Development Program includes;

Phase 1	2016	$	14,500,000	Commercial
Phase 2	2017	$	6,500,000	Commercial
Phase 3	2019	$	3,500,000	Commercial
Phase 4	2020	$	2,750,000	Commercial
Phase 5	2021	$	2,500,000	Commercial
Phase 6	2022	$	10,000,000	Commercial
Phase 7	2323	$	7,500,000	Commercial
Phase 8	2024	$	3,750,000	Commercial
Phase 9	2525	$	2,750,000	Commercial
Phase 10	2026	$	3,750,000	Commercial

The total private investment is expected to be in excess of $ 57,500,000.

The projected values of future commercial development are based upon an analysis of the 2014 and 2015 building permits issued by the City of Pharr. Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer and water.

Planned Public Improvements

The public improvements enumerated in the Project Plan, with an estimated cost of $11,518,117 provide for the extension of sewer and water lines sized to provide service to the entire TIRZ

area, drainage structures and detention facilities and the extension of streets, water and sewer line to service individual tracts of land. The improvements planned for the district are designed to help meet the long-term needs to secure and insure growth and investment in the City of Pharr and in Hidalgo County.

Planned Public Construction

Planned Public Improvements Include:

Street & ROW	$ 2,650,000.00
Water Infrastructure	$ 250,000.00
Sewer Infrastructure	$ 350,000.00
Drainage Improvements	$ 8,248,116.60

The Tax Increment Reinvestment Zone Financing Plan provides for tax increment allowable expenses in the approximate amount of $ 5,438,873. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the City of Pharr Tax Increment Reinvestment Zone Number Two.

Section II – Project Plan

Background

On February 03, 2015 the City Commission of the City of Pharr indicated its intent to create a tax increment reinvestment zone by Resolution # 2015-08 for the creation of the City of Pharr Tax Increment Reinvestment Zone Number Two. The City of Pharr TIRZ was created pursuant to Ordinance O-2015-52, O-2015-57, O-2016-15, O-2016-29 and O-2016-31 passed and approved by the City Commission on November 17th, 2015, December 8, 2015, April 18, 2016, July 22, 2016.

Meetings and presentations were held with individuals and taxing entities in Hidalgo County on the following dates:

- Hidalgo County Economic Development Office, February, October and November 2015
- Hidalgo County Commissioner Pct. 2 and Staff, November 12, 2015
- Hidalgo County Commissioners Court Executive Session December 1, 2015.

Program Concepts

The City of Pharr Tax Increment Reinvestment Zone Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to develop a viable long-range plan for an area of the City, which has lagged in development of a wide range of commercial, retail and multi-family projects. New commercial retail, food service and multi-family are the key components of the development program. Increased employment opportunities for Pharr and surrounding county and community residents will be enhanced through the development activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Pharr Tax Increment Reinvestment Zone Number Two will insure the future of the City as a viable option as national and regional companies looked to expand their presence in the Valley.

Description of District

The City of Pharr Tax Increment Reinvestment Zone Number Two is located in the western sector of the City. The market value of property within the Zone is estimated to be $35,429,120 however, the total assessed value of the property in the Zone, the Base Value of the Zone, is estimated at $29,333,786 per preliminary figures from the Hidalgo County Appraisal District. The City of Pharr TIRZ includes approximately 253.2149+/- acres of public and privately held land as shown on the Exhibit "A"

Existing Uses and Conditions

Exhibit "A" is a map of the proposed zone boundaries and reflects the existing uses and conditions of properties, being that the properties are vacant land, within the proposed Zone.

The City of Pharr has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

"is predominantly open or undeveloped, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City" and

The City of Pharr, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
2. less than thirty percent (30%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County and the PSJA, Hidalgo or Valley View Independent School Districts,
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

City of Pharr TIRZ Zoning

The City of Pharr has the following zoning categories. Properties in the Zone are primarily "District A-O," Agriculture and/or open space district with some "District H-C," Heavy Commercial and "District NC," Neighborhood Commercial District.

District A-O	Agricultural and/or open space district
District R-1	Single-family residential district
District R-TH	Townhouse residential district
District R-2	Two-family residential district
District R-3	Medium-density multifamily residential district
District R-4	High-density multifamily residential district
District R-MH	Mobile home district
District OP	Office professional district
District NC	Neighborhood commercial district
District C	General business district
District C-2	Business district
District HC	Heavy commercial district
District LI	Limited industrial district
District HI	Heavy industrial district
District PUD	Planned unit development district

There are no proposed changes in zoning ordinances, the City of Pharr Comprehensive Master Plan, building codes or subdivision rules and regulations that would affect properties in the Zone. The City has from time to time updates its Comprehensive Master Plan, however, in any future update the City shall treat properties in the Zone the same as properties outside the Zone.

Relocation of Area Residents

The plan does not include the relocation of any existing residents located within the boundaries of the Zone

Non Project Costs

The plan does not contemplate any non-project costs. However, the Board shall reserve the right to incur non-project costs in the event that drainage issues that are affecting property within the Zone require the expenditure of funds outside the boundaries of the Zone in order to ameliorate drainage issues within the Zone.

Proposed Public Improvements

DRAINAGE

Over the past 20 years Pharr like almost every other City in the Valley has experienced unanticipated and unplanned economic growth. Many of the drainage improvements that were installed in prior decades have proved inadequate to carry increased runoff from this development. Additionally as land has been converted from farm use to other uses and often time to just vacant land, the land has lost some of its ability to retain water The City has proposed a massive and comprehensive drainage project for the western sector of the City, which is called the "West Downtown Drainage Project." It will control flooding in the Business 83 to Ridge Road corridor

WATER, SEWER and STREETS

The construction of the "Westside Downtown Drainage" project will cause a number of streets to be reconstructed including new sewer and water lines.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Pharr and central Hidalgo County.

CONCLUSIONS

Based upon a set of conservative assumptions and analysis of the Project Plan and Zone Financing Plan, the City of Pharr has concluded that the Project Plan and Reinvestment Zone Financing Plan are feasible.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial or economic feasibility
2. Market feasibility.

The purpose of the TIRZ is to address the financial or economic feasibility aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the

project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary.

Market feasibility addresses issues relating to product absorption, type of product, and demand. As properties are brought out of flood zones and as new fast food and retail begins to agglomerate it will expand the economy of the City of Pharr and Hidalgo County thereby attracting additional retail, fast food, commercial and multi-family development.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing ("TIF"), the existing total of appraised value of real property in the zone is identified and designated as the "tax increment base." Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the base value and the new higher value, the tax increment, are then deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising or lowering their tax rate during the life of the zone.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $5,438,873 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Pharr TIRZ# 2. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method: Incremental funds will be spent as they accrue and TIF Revenue Bonds may be issued for larger projects and paid for with annual TIRZ proceeds

Financing Policy: The goal of the City of Pharr Tax Increment Reinvestment Zone is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the warehouse/commercial/industrial/retail sites will arrange for long term financing for their individual projects.

Tax Increment Bonds: The City may at some point in the future issue bonds for capital improvements within the Zone. However, the City will issue no bonds without sufficient Zone revenue to service the principal and interest on the bonds.

Development Schedule And Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds.

Begin Construction	2017
Construction Complete	2025

Street & ROW	$	2,650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	8,248,116.60
Administrative Expense	$	20,000
Total Costs	$	11,518,117

Financial Assumptions

No tax rate changes have been factored into the financial pro forma's for the District. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 100% of the new development will be in the form of commercial construction. The long-term lenders who do the permanent financing for these types of projects generally require annual proof that the taxes are current. The City acknowledges that in any given year the collection rate will initially be lower with the balance of the taxes due being paid in arrears over a 5 year period of time.

City of Pharr
Project Review

City of Pharr - TIF Reinvestment Zone # Two B

Summary Fact Sheet
December 4, 2015

Plan of Finance					
	Site Area			253.2149	Acres
	Base Value (January 1, 2015 estimate)			$29,333,786	
Project:					
	Phase 1	2016	$	14,500,000	Commercial
	Phase 2	2017	$	6,500,000	Commercial
	Phase 3	2019	$	3,500,000	Commercial
	Phase 4	2020	$	2,750,000	Commercial
	Phase 5	2021	$	2,500,000	Commercial
	Phase 6	2022	$	10,000,000	Commercial
	Phase 7	2323	$	7,500,000	Commercial
	Phase 8	2024	$	3,750,000	Commercial
	Phase 9	2525	$	2,750,000	Commercial
	Phase 10	2026	$	3,750,000	Commercial
Totals			$	57,500,000	
Assumptions	Captured Value		$	57,500,000	
	Growth Factor			0.00%	
	Collection Rate			97.50%	
	Estimated Total TIF Revenues		$	5,412,420	
	Estimated TIF Life			20	Years

Projected Value of New Tax Increment

Tax Year	Tax Increment Zone: Beginning Assessed Value	Annual Value of New Development	Projected Year-End Assessed Value	Projected Captured Value	City of Pharr: Captured Taxable Value	Tax Rate Contribution 75% M&O	Tax Increments	Hidalgo County: Captured Taxable Value	Tax Rate Contribution 50% M&O	Tax Increments
2015	25,236,179		25,236,179		-	0.436575		-	0.261250	
2016	25,236,179	14,500,000	39,736,179	14,500,000	14,500,000	0.436575		14,500,000	0.261250	
2017	39,736,179	6,500,000	46,236,179	21,000,000	21,000,000	0.436575	61,721	21,000,000	0.261250	36,934
2018	46,236,179	3,500,000	49,736,179	24,500,000	24,500,000	0.436575	89,389	24,500,000	0.261250	53,491
2019	49,736,179	2,750,000	52,486,179	27,250,000	27,250,000	0.436575	104,287	27,250,000	0.261250	62,406
2020	52,486,179	2,500,000	54,986,179	29,750,000	29,750,000	0.436575	115,993	29,750,000	0.261250	69,411
2021	54,986,179	10,000,000	64,986,179	39,750,000	39,750,000	0.436575	126,634	39,750,000	0.261250	75,779
2022	64,986,179	7,500,000	72,486,179	47,250,000	47,250,000	0.436575	169,200	47,250,000	0.261250	101,251
2023	72,486,179	3,750,000	76,236,179	51,000,000	51,000,000	0.436575	201,125	51,000,000	0.261250	120,355
2024	76,236,179	2,750,000	78,986,179	53,750,000	53,750,000	0.436575	217,087	53,750,000	0.261250	129,907
2025	78,986,179	3,750,000	82,736,179	57,500,000	57,500,000	0.436575	228,793	57,500,000	0.261250	136,911
2026	82,736,179	-	82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2027	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2028	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2029	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2030	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2031	82,736,179		82,736,179	66,550,000	66,550,000	0.436575	244,755	66,550,000	0.261250	146,463
2032	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
2033	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
2034	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
	$ 57,500,000						$ 3,386,131			$ 2,026,289
	Annual Growth Factors Years 2016-2017			0.00%	Participation Level		75%	Participation Level		50%
	Thereafter			0.00%	Tax Rate Growth Factor		0.00%	Tax Rate Growth Factor		0.00%
	Combined Compound Growth Rate				Tax Rate Collection Factor		97.50%	Tax Rate Collection Factor		97.50%

Schedule of Projected Income From Value of New Tax Increment Continued

Fiscal Year Ending	TIF Revenue	Cumulative TIF Revenues
2015		
2016	-	
2017	98,655	98,655
2018	142,880	241,535
2019	166,693	408,228
2020	185,403	593,631
2021	202,413	796,044
2022	270,451	1,066,495
2023	321,479	1,387,974
2024	346,993	1,734,967
2025	365,704	2,100,671
2026	391,218	2,491,889
2027	391,218	2,883,108
2028	391,218	3,274,326
2029	391,218	3,665,544
2030	391,218	4,056,762
2031	391,218	4,447,980
2032	321,480	4,769,460
2033	321,480	5,090,940
2034	321,480	5,412,420
	$ 5,412,420	

Project Budget

City of Pharr - TIF Reinvestment Zone

Sources & Uses

Sources of Funds		
TIF Revenues	$	5,412,420
Total TIF Proceed Funds	$	5,412,420
Total Sources of Funds	$	5,412,420
Uses of Funds		
Begin Construction		2017
Construction Complete		2025
Street & ROW	$	2,650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	8,248,116.60
Administrative Expense	$	20,000
Total Costs	$	11,518,117
Project Financing Surplus (Shortage)	$	(6,105,696)

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project financing plan, the City of Pharr has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Pharr Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Pharr TIRZ Board has concluded that the City of Pharr TIRZ Project Plan and Reinvestment Zone Financing Plan is feasible. The success of the City of Pharr TIRZ project plan will encourage other mixed-use commercial/food service/retail/lodging and market rate residential and affordable housing. The new residential population base; will support an expanding retail base, will supplement the existing job market, will attract additional private development into the City of Pharr and Hidalgo County and will serve to stabilize and enhance future property values.

CITY OF PHARR - PROPOSED TIRZ 2 2015 -Exhibit A

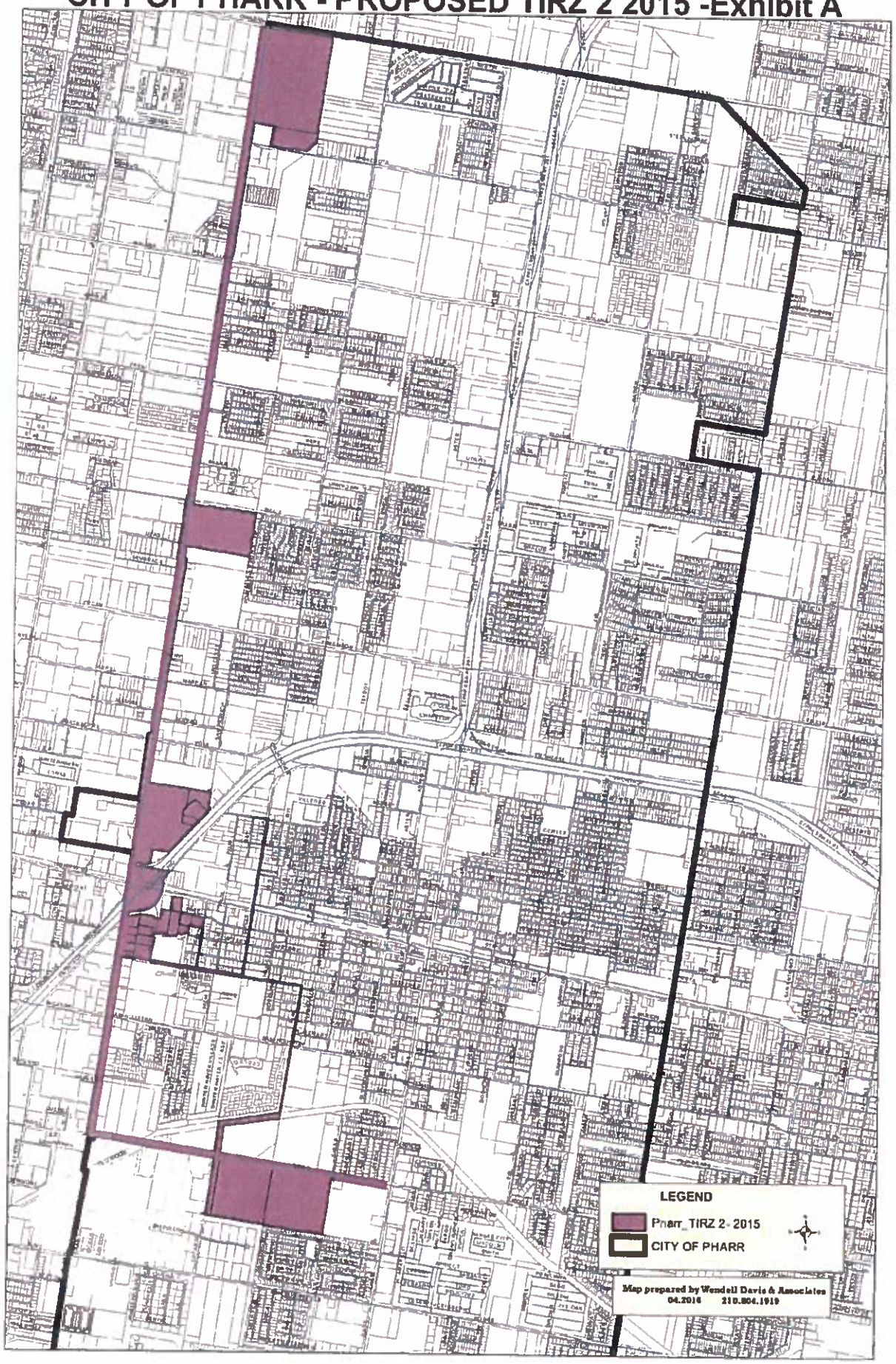

EXHIBIT "A" Continued Zone Account Numbers

Prop ID
202890
657111
1013055
1013056
1013311
1013310
1013309
1013305
897870
897871
897872
897873
258877
902654
230524
258891
258876
816221
846991
961801
719457
719456
719455
231082
1013404
230950

Source: Hidalgo County Appraisal District

Exhibit B

Zone Board Members

Chairperson	Oscar Elizondo
Vice-Chairperson	Eleazar Guajardo
Secretary	Mario Bracamontes
Board Member	Ricardo Medina
Board Member	Hidalgo County Appointee

Exhibit C

TIRZ REQUIREMENTS

Section 311 of the State Tax Code (Tax Increment Financing Act) specifies that TIRZ (TIF) project and financing plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the plan.

Project Plan

1. Map of Zone Properties	Exhibit A
2. List proposed of sources and uses	Page 15
3. Description of Zone Property	Exhibit A
4. Project Feasibility	Page 9
5. Proposed zoning changes	Page 8
6. Estimated non-project costs	Page 8
7. Relocation plan for current residents	Page 8

Financing Plan

1. Detailed estimate of project costs	Page 15
2. Proposed public improvements	Page 15
3. Project Timeline	Page 15
4. Estimated amount of bonded indebtedness	Page N/A
5. Time when costs/obligations will be incurred	Page 15
6. Methods of financing, sources of Revenue	Page 13
7. Current total appraised value	Page 13
8. Estimated captured appraised value	Page 14
9. Duration of Zone	Page 13

Exhibit B

City of Pharr Ordinances

Exhibit B-1:	O-2015-52
Exhibit B-2:	O-2015-57
Exhibit B-3:	O-2016-15
Exhibit B-4:	O-2016-29
Exhibit B-5 :	O-2016-31

Exhibit B-1

City of Pharr Ordinance

O-2015-52

[See attached – 7 pages]

ORDINANCE NO. O-2015- 52

AN ORDINANCE DESIGNATING AN AREA KNOWN AS THE CITY OF PHARR – TIF REINVESTMENT ZONE NUMBER 2; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; NAMING OF THE ZONE CITY OF PHARR – TIF REINVESTMENT ZONE #2 AND ESTABLISHING A TAX INCREMENT FUND; CUMULATIVE CLAUSE; REPEALER; PROPER NOTICE AND MEETING

WHEREAS, the Board of Commissioners (the "Commission") of the City of Pharr, Texas (the "City") desires to support development and redevelopment in the City to be funded in whole or in part, through the creation of a Tax Increment Reinvestment Zone (the "Zone"), as hereinafter more specifically defined and named and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act 9 the "Act"), Texas Tax Code, Chapter 311; and

WHEREAS, the City indicated its intent to create the Zone through Resolution 2015-08 passed by the Commission on February 3, 2015; and

WHEREAS, the Project will support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, which may include but not limited to: Street Construction and Reconstruction, Right of Way Acquisition, Municipal Facilities Acquisition/Construction, Parks, Storm Water Pollution Prevention Drainage & Drainage Detention, Wastewater Treatment Plant Expansion, Waste Water Collection System Improvements, Water Rights Acquisition, Utility Relocation and Open Space Improvements; and

WHEREAS, pursuant to the Act, the City may designate a geographical area within the City; and

WHEREAS, Pursuant to the Act, the City has directed that a Preliminary Reinvestment Zone Financing Plan (the "Preliminary Plan") be prepared for the proposed Zone; and

WHEREAS, A Public Hearing was held on February 17, 2015 at 5:00 p.m. in the Pharr Commission Chambers, City Hall to consider the creation of a Tax Increment Reinvestment Zone for the Project and its respective benefits to the City and to property in the proposed Zone; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1. DESIGNATING THE AREA AS A REINVESTMENT ZONE. The area described in Section 2 below and more commonly referred to as the "Pharr Redevelopment Project" and officially assigned the name as designated in Section 5 below (which reinvestment zone so described, named and designated is hereinafter referred to as the "Zone", is hereby designated as a Tax Increment Reinvestment Zone.

SECTION 2. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibits "A" and "B", which is incorporated herein by reference for all purposes is a legal description and Hidalgo County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in purple incorporated in the Zone.

SECTION 3. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE.

(a) There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights powers and duties as provided by the Act to such Boards or by action of the Commission. Pursuant to Section 311.009(a) of the Texas Tax Code the Board shall consist of not less than five (5) and not more than fifteen (15) members.

(b) Each taxing unit other than the City that levies taxes on real property in the Zone may appoint one member to the Board. A unit may waive its right to appoint a member. The City shall appoint the remaining directors of which, one shall be nominated by the Commissioners Court of Hidalgo County.

(c) Appointees shall be for a two (2) year term. Upon expiration of their respective terms of office, replacements to the Board shall be appointed. Vacancies on the Board shall be filled by the respective taxing unit making such appointments for the remainder of the unexpired term.

SECTION 4. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect on or about _____ and continue till its termination date of _____ unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds as authorized or permitted by law.

SECTION 5. ASSIGNING A NAME TO THE ZONE. The Tax Increment Reinvestment Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER 2, CITY OF PHARR, TEXAS."

SECTION 6. TAX INCREMENT BASE. The tax increment base for the Zone is the total assessed value of all real property taxable by the City and located in the Zone, determined as of January 1, 2015, the year in which the Zone was designated as a Reinvestment Zone (the "Tax Increment Base").

SECTION 7. ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "CITY OF PHARR – TIF REINVESTMENT ZONE #2, TEXAS TAX INCREMENT FUND" (HEREIN CALLED THE "Tax Increment Fund"). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

SECTION 8. FINDINGS.

(a) The City hereby finds and declares that (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone meets the requirements of 311.005 of the Act, being that the Zone area:

1. Is predominantly open, and because of obsolete platting, deterioration of structures or site improvements;

2. Creation of the zone is necessary to further the public health, safety, morals, and welfare as a result of substandard conditions, inadequate streets, unsanitary conditions, and the predominant existence of undeveloped area; and

3. Other factors that may substantially impair the growth of the city.

(b) The City of Pharr, pursuant to the Act, further finds and declares that:

1. the proposed zone is a geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
2. less than fifty percent (50%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;

4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County, the PSJA ISD, the Hidalgo ISD and the Valley View ISD, and
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 9. DESIGNATION OF A SECTION 311.005(a) ZONE. The Zone is designated pursuant to Section 311.005(a) of the Act.

SECTION 10. SEVERABILITY. If any of the provisions of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstance shall nevertheless be valid, as if such invalid provisions had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE. The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 12:PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 13. EFFECTIVE DATE. The Zone shall take effect immediately upon passage of this Ordinance after having been read on three (3) separate meetings. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON THE FIRST MEETING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of February, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of March, 2015.

CITY OF PHARR

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17TH day of NOVEMBER, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CITY OF PHARR - PROPOSED TIRZ 2 2015 -Exhibit A

EXHIBIT "B"

Prop ID
202890
657111
1013055
1013056
1013311
1013310
1013309
1013305
897870
897871
897872
897873
258877
902654
230524
258891
258876
816221
846991
961801
719457
719456
719455
231082
1013404
230950

Source: Hidalgo County Appraisal District

Exhibit B-2

City of Pharr Ordinance

O-2015-57

[See attached – 19 pages]

ORDINANCE NO. O-2015-57

AN ORDINANCE APPPROVING THE REINVESTMENT ZONE PROJECT & FINACNING PLAN IN CONNNECTION WITH REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS

WHEREAS, pursuant to Ordinance No. O-2015-52 adopted by the City Council of the **CITY OF PHARR, TEXAS** (the *"City"*) on November 17, 2015 the City approved the creation of **REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS** (the *"Zone"*); and

WHEREAS, the Zone was created in accordance with the provisions of Chapter 311, Texas Tax Code, as amended, (the ***"Act"***); and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1. APPROVAL OF REINVESTMENT ZONE PROJECT & FINANCING PLAN. In satisfaction of Section 311.011(d) of the Act, the City Council hereby approves the *Reinvestment Zone Financing Plan* attached hereto as *Exhibit A.*

SECTION 2. INCORPORATION OF RECITALS. The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council herby incorporates such recitals as part of this Ordinance.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 8th day of December 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CITY OF PHARR - PROPOSED TIRZ 2 2015

REINVESTMENT ZONE PROJECT & FINANCING PLAN

City of Pharr Tax Increment Reinvestment Zone #2

December 4, 2015

Table of Contents

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II.	PROJECT PLAN	7
III.	PROJECT FEASIBILITY	11
IV.	REINVESTMENT ZONE FINANCING PLAN	12
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EXHIBITS

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B.	MAP OF EXISTING CONDITIONS	23
C.	TIRZ REQUIREMENTS	24

SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Pharr Tax Increment Reinvestment Zone ("TIRZ") Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to promote and encourage construction of new retail, food service, mixed use commercial, multi-family, and senior, retired and assisted living facilities in areas of the City that has significant and varied impediments to development.

Tracts of land in the western sector of the city primarily along Jackson Road have remained vacant due to inadequate city street infrastructure, inadequately sized or no utility lines, drainage issues, water and sewer availability, and lack of adequate fire flow. The costs associated with the remediation of these development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the city will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements, primarily drainage, associated with needed development in this sector of the City
2. Replace low value existing land uses with high value retail, commercial, food service and senior multi-family and assisted living facilities.
3. Offer employment opportunities and reduce commuting time for Pharr and Hidalgo County residents.
4. Provide a more efficient use of existing city and county services.
5. Help to address structural imbalances in the Pharr economy and housing market.

The proposed TIRZ is comprised of vacant and partially improved land in the western sector of the City. Also included within the TIRZ boundaries are the public rights of way and the associated ally ways of the streets as well as all utility easements, drainage easements, drainage structures and detention facilities located within the TIRZ boundaries. All of the right of way of Jackson Road from Moore Road to Owassa Road as well as the Right of way of Ridge Road from Cage Road to Jackson Road and the right of way of the Business 83 and Hwy 83 turnaround are included within the boundaries of the Zone

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Pharr Tax Increment Reinvestment Zone, are:

- Provide for new commercial and retail uses through the installation of the "West Downtown Drainage System" improvements

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension of existing City streets

- Provide employment opportunities to service increasing population growth within the City of Pharr and surrounding Hidalgo County.

- Solve long-range storm drainage issues that affect both City residents as well as, surrounding Hidalgo County residents.

The City of Pharr Tax Increment Reinvestment Zone Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District and the City, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial, retail, food service and residential development to include affordable, work force and market rate housing.

Planned Private Development

The City of Pharr TIRZ Private Development Program includes;

Phase 1	2016	$	14,500,000	Commercial
Phase 2	2017	$	6,500,000	Commercial
Phase 3	2019	$	3,500,000	Commercial
Phase 4	2020	$	2,750,000	Commercial
Phase 5	2021	$	2,500,000	Commercial
Phase 6	2022	$	10,000,000	Commercial
Phase 7	2323	$	7,500,000	Commercial
Phase 8	2024	$	3,750,000	Commercial
Phase 9	2525	$	2,750,000	Commercial
Phase 10	2026	$	3,750,000	Commercial

The total private investment is expected to be in excess of $ 57,500,000.

The projected values of future commercial development are based upon an analysis of the 2014 and 2015 building permits issued by the City of Pharr. Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer and water.

Planned Public Improvements

The public improvements enumerated in the Project Plan, with an estimated cost of $11,513,117 provide for the extension of sewer and water lines sized to provide service to the entire TIRZ area, drainage structures and detention facilities and the extension of streets, water and sewer line to service individual tracts of land. The improvements planned for the district are designed to help meet the long-term needs to secure and insure growth and investment in the City of Pharr and in Hidalgo County.

Planned Public Construction

Planned Public Improvements Include:

Street & ROW	$	650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	10,248,116.60

The Tax Increment Reinvestment Zone Financing Plan provides for tax increment allowable expenses in the approximate amount of $ 5,191,257. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the City of Pharr Tax Increment Reinvestment Zone Number Two.

Section II – Project Plan

Background

On June 16, 2015 the City Commission of the City of Pharr indicated its intent to create a tax increment reinvestment zone by entering into a Contract with TIF Services of South Texas for the creation of the City of Pharr Tax Increment Reinvestment Zone Number Two. On November 17, 2015 the City Commission approved Ordinance # 0-2015-52 authorizing the creation of the Tax Increment Reinvestment Zone.

Meetings and presentations were held with individuals and taxing entities in Hidalgo County on the following dates:

- Hidalgo County Economic Development Office, February, October and November 2015
- Hidalgo County Commissioner Pct. 2 and Staff, November 12, 2015
- Hidalgo County Commissioners Court Executive Session December 1, 2015.

Program Concepts

The City of Pharr Tax Increment Reinvestment Zone Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to develop a viable long-range plan for an area of the City, which has lagged in development of a wide range of commercial, retail and multi-family projects. New commercial retail, food service and multi-family are the key components of the development program. Increased employment opportunities for Pharr and surrounding county and community residents will be enhanced through the development activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Pharr Tax Increment Reinvestment Zone Number Two will insure the future of the City as a viable option as national and regional companies looked to expand their presence in the Valley.

Description of District

The City of Pharr Tax Increment Reinvestment Zone Number Two is located in the western sector of the City. The market value of property within the Zone is estimated to be $35,429,120 however, the total assessed value of the property in the Zone, the Base Value of the Zone, is estimated at $25,078,620 per preliminary figures from the Hidalgo County Appraisal District. The City of Pharr TIRZ includes approximately 253.2149+/- acres of public and privately held land as shown on the Exhibit "A"

Existing Uses and Conditions

Exhibit "A" is a map of the proposed zone boundaries and reflects the existing uses and conditions of properties within the proposed Zone.

The City of Pharr has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

"is predominantly open or undeveloped, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City" and

The City of Pharr, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
2. less than thirty percent (30%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County and the PSJA, Hidalgo or Valley View Independent School Districts,
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

City of Pharr TIRZ Zoning

The City of Pharr has the following zoning categories. Properties in the Zone are primarily "District A-O," Agriculture and/or open space district with some "District H-C," Heavy Commercial and "District NC," Neighborhood Commercial District.

District A-O	Agricultural and/or open space district
District R-1	Single-family residential district
District R-TH	Townhouse residential district
District R-2	Two-family residential district
District R-3	Medium-density multifamily residential district
District R-4	High-density multifamily residential district
District R-MH	Mobile home district
District OP	Office professional district
District NC	Neighborhood commercial district
District C	General business district
District C-2	Business district
District HC	Heavy commercial district
District LI	Limited industrial district
District HI	Heavy industrial district
District PUD	Planned unit development district

There are no proposed changes in zoning ordinances, the City of Pharr Comprehensive Master Plan, building codes or subdivision rules and regulations that would affect properties in the Zone. The City has from time to time updates its Comprehensive Master Plan, however, in any future update the City shall treat properties in the Zone the same as properties outside the Zone.

Relocation of Area Residents

The plan does not include the relocation of any existing residents located within the boundaries of the Zone

Non Project Costs

The plan does not contemplate any non-project costs. However, the Board shall reserve the right to incur non-project costs in the event that drainage issues that are affecting property within the Zone require the expenditure of funds outside the boundaries of the Zone in order to ameliorate drainage issues within the Zone.

Proposed Public Improvements

DRAINAGE

Over the past 20 years Pharr like almost every other City in the Valley has experienced unanticipated and unplanned economic growth. Many of the drainage improvements that were installed in prior decades have proved inadequate to carry increased runoff from this development. Additionally as land has been converted from farm use to other uses and often time to just vacant land, the land has lost some of its ability to retain water The City has proposed a massive and comprehensive drainage project for the western sector of the City which is called the "West Downtown Drainage Project." It will control flooding in the Business 83 to Ridge Road corridor

WATER, SEWER and STREETS

The construction of the "Westside Downtown Drainage" project will cause a number of streets to be reconstructed including new sewer and water lines.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Pharr and central Hidalgo County.

CONCLUSIONS

Based upon a set of conservative assumptions and analysis of the Project Plan and Zone Financing Plan, the City of Pharr has concluded that the Project Plan and Reinvestment Zone Financing Plan are feasible.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial or economic feasibility
2. Market feasibility.

The purpose of the TIRZ is to address the financial or economic feasibility aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary.

Market feasibility addresses issues relating to product absorption, type of product, and demand. As properties are brought out of flood zones and as new fast food and retail begins to agglomerate it will expand the economy of the City of Pharr and Hidalgo County thereby attracting additional retail, fast food, commercial and multi-family development.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing ("TIF"), the existing total of appraised value of real property in the zone is identified and designated as the "tax increment base." Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the base value and the new higher value, the tax increment, are then deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising or lowering their tax rate during the life of the zone.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $6,192,815 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Pharr TIRZ# 2. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method: Incremental funds will be spent as they accrue and TIF Revenue Bonds may be issued for larger projects and paid for with annual TIRZ proceeds

Financing Policy: The goal of the City of Pharr Tax Increment Reinvestment Zone is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the warehouse/commercial/industrial/retail sites will arrange for long term financing for their individual projects.

Tax Increment Bonds: The City may at some point in the future issue bonds for capital improvements within the Zone. However, the City will issue no bonds without sufficient Zone revenue to service the principal and interest on the bonds.

Development Schedule And Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds.

Begin Construction		2017
Construction Complete		2025
Street & ROW	$	650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	10,248,116.60
Administrative Expense	$	20,000
Total Costs	$	11,518,117

Financial Assumptions

No tax rate changes have been factored into the financial pro forma's for the District. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 100% of the new development will be in the form of commercial construction. The long-term lenders who do the permanent financing for these types of projects generally require annual proof that the taxes are current. The City acknowledges that in any given year the collection rate will initially be lower with the balance of the taxes due being paid in arrears over a 5 year period of time.

City of Pharr
Project Review

City of Pharr - TIF Reinvestment Zone # Two B

Summary Fact Sheet
December 6, 2015

Plan of Finance					
	Site Area			253.2149	Acres
	Base Value (January 1, 2015 estimate)			$29,333,786	
Project:					
	Phase 1	2016	$	14,500,000	Commercial
	Phase 2	2017	$	6,500,000	Commercial
	Phase 3	2019	$	3,500,000	Commercial
	Phase 4	2020	$	2,750,000	Commercial
	Phase 5	2021	$	2,500,000	Commercial
	Phase 6	2022	$	10,000,000	Commercial
	Phase 7	2323	$	7,500,000	Commercial
	Phase 8	2024	$	3,750,000	Commercial
	Phase 9	2525	$	2,750,000	Commercial
	Phase 10	2026	$	3,750,000	Commercial
Totals			$	57,500,000	
Assumptions	Captured Value		$	57,500,000	
	Growth Factor			0.00%	
	Collection Rate			97.50%	
	Estimated Total TIF Revenues		$	5,412,420	
	Estimated TIF Life			20	Years

Projected Value of New Tax Increment

Tax Year	Tax Increment Zone: Beginning Assessed Value	Tax Increment Zone: Annual Value of New Development	Tax Increment Zone: Projected Year-End Assessed Value	Tax Increment Zone: Projected Captured Value	City of Pharr: Captured Taxable Value	City of Pharr: Tax Rate Contribution	City of Pharr: Tax Increments	Hidalgo County: Captured Taxable Value	Hidalgo County: Tax Rate Contribution	Hidalgo County: Tax Increments
						75% M&O			50% M&O	
2015	25,236,179		25,236,179		-	0.436575		-	0.261250	
2016	25,236,179	14,500,000	39,736,179	14,500,000	14,500,000	0.436575		14,500,000	0.261250	
2017	39,736,179	6,500,000	46,236,179	21,000,000	21,000,000	0.436575	61,721	21,000,000	0.261250	36,934
2018	46,236,179	3,500,000	49,736,179	24,500,000	24,500,000	0.436575	89,389	24,500,000	0.261250	53,491
2019	49,736,179	2,750,000	52,486,179	27,250,000	27,250,000	0.436575	104,287	27,250,000	0.261250	62,406
2020	52,486,179	2,500,000	54,986,179	29,750,000	29,750,000	0.436575	115,993	29,750,000	0.261250	69,411
2021	54,986,179	10,000,000	64,986,179	39,750,000	39,750,000	0.436575	126,634	39,750,000	0.261250	75,779
2022	64,986,179	7,500,000	72,486,179	47,250,000	47,250,000	0.436575	169,200	47,250,000	0.261250	101,251
2023	72,486,179	3,750,000	76,236,179	51,000,000	51,000,000	0.436575	201,125	51,000,000	0.261250	120,355
2024	76,236,179	2,750,000	78,986,179	53,750,000	53,750,000	0.436575	217,087	53,750,000	0.261250	129,907
2025	78,986,179	3,750,000	82,736,179	57,500,000	57,500,000	0.436575	228,793	57,500,000	0.261250	136,911
2026	82,736,179	-	82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2027	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2028	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2029	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2030	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2031	82,736,179		82,736,179	66,550,000	66,550,000	0.436575	244,755	66,550,000	0.261250	146,463
2032	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
2033	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
2034	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
	$ 57,500,000						$ 3,386,131			$ 2,026,289
	Annual Growth Factors Years 2016-2017			0.00%	Participation Level		75%	Participation Level		50%
	Thereafter			0.00%	Tax Rate Growth Factor		0.00%	Tax Rate Growth Factor		0.00%
	Combined Compound Growth Rate				Tax Rate Collection Factor		97.50%	Tax Rate Collection Factor		97.50%

Schedule of Projected Income From Value of New Tax Increment Continued

Fiscal Year Ending	TIF Revenue	Cumulative TIF Revenues
2015		
2016	-	
2017	98,655	98,655
2018	142,880	241,535
2019	166,693	408,228
2020	185,403	593,631
2021	202,413	796,044
2022	270,451	1,066,495
2023	321,479	1,387,974
2024	346,993	1,734,967
2025	365,704	2,100,671
2026	391,218	2,491,889
2027	391,218	2,883,108
2028	391,218	3,274,326
2029	391,218	3,665,544
2030	391,218	4,056,762
2031	391,218	4,447,980
2032	321,480	4,769,460
2033	321,480	5,090,940
2034	321,480	5,412,420
	$ 5,412,420	

Project Budget

City of Pharr - TIF Reinvestment Zone # 2

Sources & Uses

Sources of Funds		
TIF Revenues	$	5,412,420
Total TIF Proceed Funds	$	5,412,420
Total Sources of Funds	$	5,412,420
Uses of Funds		
Begin Construction		2017
Construction Complete		2025
Street & ROW	$	650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	10,248,116.60
Administrative Expense	$	20,000
Total Costs	$	11,518,117
Project Financing Surplus (Shortage)	$	(6,105,696)

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project financing plan, the City of Pharr has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Pharr Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Pharr TIRZ Board has concluded that the City of Pharr TIRZ Project Plan and Reinvestment Zone Financing Plan is feasible. The success of the City of Pharr TIRZ project plan will encourage other mixed-use commercial/food service/retail/lodging and market rate residential and affordable housing. The new residential population base; will support an expanding retail base, will supplement the existing job market, will attract additional private development into the City of Pharr and Hidalgo County and will serve to stabilize and enhance future property values.

Exhibit C

TIRZ REQUIREMENTS

Section 311 of the State Tax Code (Tax Increment Financing Act) specifies that TIRZ (TIF) project and financing plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the plan.

Project Plan

1. Map of existing uses and conditions	Exhibit A
2. List proposed improvements and uses	Page 16
3. Description of Zone Property	Exhibit A
4. Project Feasibility	Page 8
5. Proposed zoning changes	Page 8
6. Estimated non-project costs	Page 8
7. Relocation plan for current residents	Page 8

Financing Plan

1. Detailed estimate of project costs.	Page 16
2. Proposed public improvements	Page 16
3. Project Timeline	Page 14
4. Estimated amount of bonded indebtedness	Page N/A
5. Time when costs/obligations will be incurred	Page 16
6. Methods of financing, sources of Revenue	Page 14
7. Current total appraised value.	Page 14
8. Estimated captured appraised value	Page 17
9. Duration of Zone	Page 14

Exhibit B-3

City of Pharr Ordinance

O-2016-15

[See attached – 6 pages]

ORDINANCE NO. O-2016-15

AN ORDINANCE AMENDING ORDINANCE NUMBER O-2015-52 DESIGNATING AN AREA KNOWN AS THE CITY OF PHARR – TIF REINVESTMENT ZONE NUMBER 2; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; NAMING OF THE ZONE CITY OF PHARR – TIF REINVESTMENT ZONE #2 AND ESTABLISHING A TAX INCREMENT FUND; CUMULATIVE CLAUSE; REPEALER; PROPER NOTICE AND MEETING

WHEREAS, the Board of Commissioners (the "Commission") of the City of Pharr, Texas (the "City") desires to support development and redevelopment in the City to be funded in whole or in part, through the creation of a Tax Increment Reinvestment Zone (the "Zone"), as hereinafter more specifically defined and named and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act 9 the "Act"), Texas Tax Code, Chapter 311; and

WHEREAS, the City indicated its intent to create the Zone through Resolution 2015-08 passed by the Commission on February 3, 2015; and

WHEREAS, the Project will support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, which may include but not limited to: Street Construction and Reconstruction, Right of Way Acquisition, Municipal Facilities Acquisition/Construction, Parks, Storm Water Pollution Prevention Drainage & Drainage Detention, Wastewater Treatment Plant Expansion, Waste Water Collection System Improvements, Water Rights Acquisition, Utility Relocation and Open Space Improvements; and

WHEREAS, pursuant to the Act, the City may designate a geographical area within the City; and

WHEREAS, Pursuant to the Act, the City has directed that a Preliminary Reinvestment Zone Financing Plan (the "Preliminary Plan") be prepared for the proposed Zone; and

WHEREAS, A Public Hearing was held on February 17, 2015 at 5:00 p.m. in the Pharr Commission Chambers, City Hall to consider the creation of a Tax Increment Reinvestment Zone for the Project and its respective benefits to the City and to property in the proposed Zone; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1. DESIGNATING THE AREA AS A REINVESTMENT ZONE. The area described in Section 2 below and more commonly referred to as the "Pharr Redevelopment Project" and officially assigned the name as designated in Section 5 below (which reinvestment zone so described, named and designated is hereinafter referred to as the "Zone", is hereby designated as a Tax Increment Reinvestment Zone.

SECTION 2. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibits "A" and "B", which is incorporated herein by reference for all purposes is a legal description and Hidalgo County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in purple incorporated in the Zone.

SECTION 3. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE.

(a) There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights powers and duties as provided by the Act to such Boards or by action of the Commission. Pursuant to Section 311.009(a) of the Texas Tax Code the Board shall consist of not less than five (5) and not more than fifteen (15) members.

(b) Each taxing unit other than the City that levies taxes on real property in the Zone may appoint one member to the Board. A unit may waive its right to appoint a member. The City shall appoint the remaining directors of which, one shall be nominated by the Commissioners Court of Hidalgo County.

(c) Appointees shall be for a two (2) year term. Upon expiration of their respective terms of office, replacements to the Board shall be appointed. Vacancies on the Board shall be filled by the respective taxing unit making such appointments for the remainder of the unexpired term.

SECTION 4. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect on or about November 17, 2015 and continue till its termination date of December 31, 2035 unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds as authorized or permitted by law.

SECTION 5. ASSIGNING A NAME TO THE ZONE. The Tax Increment Reinvestment Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER 2, CITY OF PHARR, TEXAS."

SECTION 6. TAX INCREMENT BASE. The tax increment base for the Zone is the total assessed value of all real property taxable by the City and located in the Zone, determined as of January 1, 2015, the year in which the Zone was designated as a Reinvestment Zone (the "Tax Increment Base").

SECTION 7. ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "CITY OF PHARR – TIF REINVESTMENT ZONE #2, TEXAS TAX INCREMENT FUND" (HEREIN CALLED THE "Tax Increment Fund"). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

SECTION 8. FINDINGS.

(a) The City hereby finds and declares that (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone meets the requirements of 311.005 of the Act, being that the Zone area:

1. Is predominantly open, and because of obsolete platting, deterioration of structures or site improvements;

2. Creation of the zone is necessary to further the public health, safety, morals, and welfare as a result of substandard conditions, inadequate streets, unsanitary conditions, and the predominant existence of undeveloped area; and

3. Other factors that may substantially impair the growth of the city.

(b) The City of Pharr, pursuant to the Act, further finds and declares that:

1. the proposed zone is a geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
2. less than fifty percent (50%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;

4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County, the PSJA ISD, the Hidalgo ISD and the Valley View ISD, and
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 9. DESIGNATION OF A SECTION 311.005(a) ZONE. The Zone is designated pursuant to Section 311.005(a) of the Act.

SECTION 10. SEVERABILITY. If any of the provisions of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstance shall nevertheless be valid, as if such invalid provisions had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE. The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 12: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 13: Declaring an Emergency Clause: The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 18th day of April, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

EXHBIT "A"

CITY OF PHARR - PROPOSED TIRZ 2 - 2015

STREETS AND DRAINAGE ADDED TO MAP
FOR CLARIFICATION PURPOSES ONLY

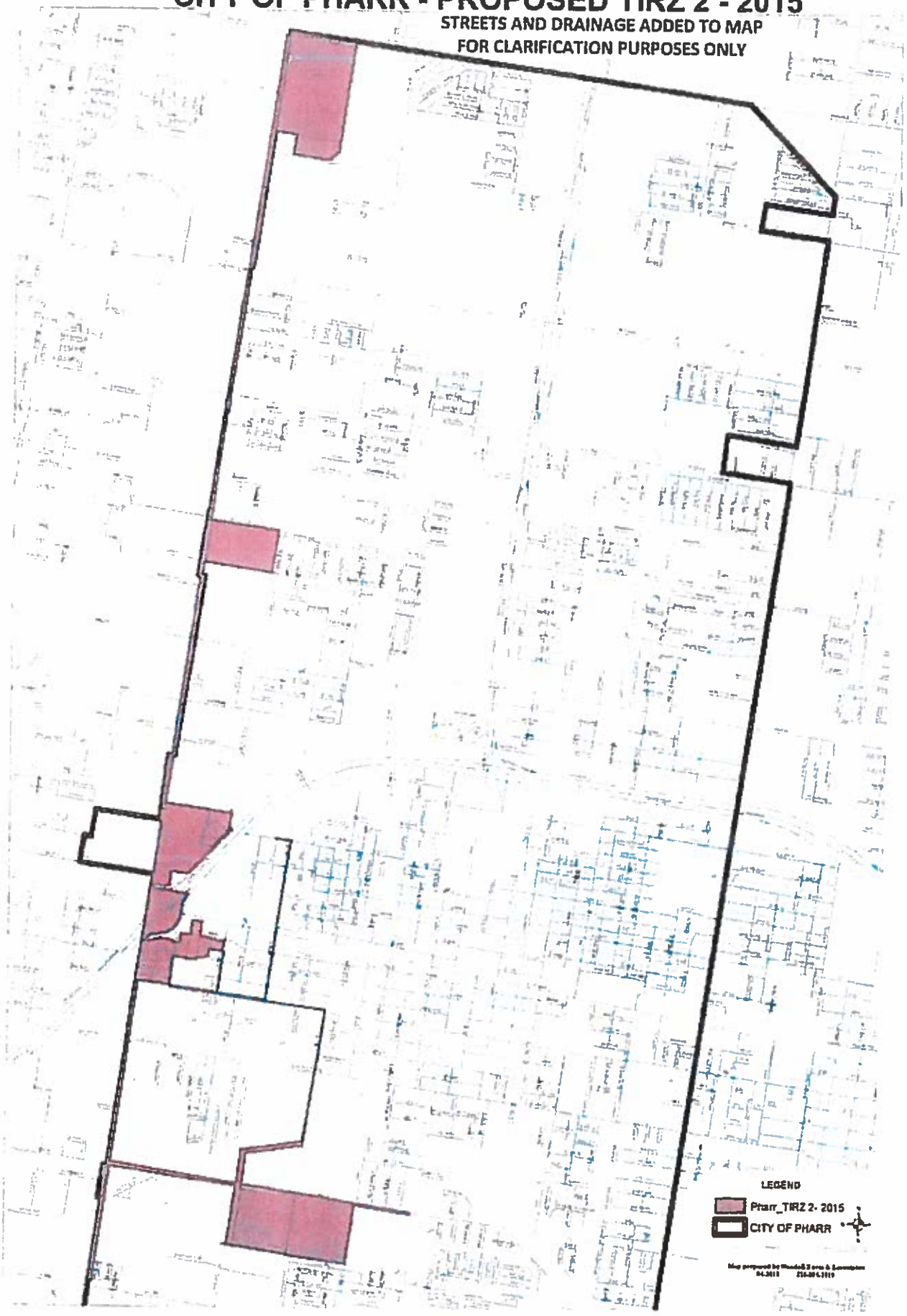

EXHIBIT "B"

Zone Account Numbers

Prop ID
202890
657111
1013055
1013056
1013311
1013310
1013309
1013305
897870
897871
897872
897873
258877
902654
230524
258891
258876
816221
846991
961801
719457
719456
719455
231082
1013404
230950

Source: Hidalgo County Appraisal District

Exhibit B-4

City of Pharr Ordinance

O-2016-29

[See attached – 8 pages]

ORDINANCE NO. O-2016-29

AN ORDINANCE CORRECTING AN INADVERDENT CLERICAL ERROR CONTAINED IN ORDINANCE O-2015-52; AMENDING ORDINANCE NUMBER O-2016-15; O-2015-52 DESIGNATING AN AREA KNOWN AS THE CITY OF PHARR – TIF REINVESTMENT ZONE NUMBER 2; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; NAMING OF THE ZONE CITY OF PHARR – TIF REINVESTMENT ZONE #2 AND ESTABLISHING A TAX INCREMENT FUND; CUMULATIVE CLAUSE; REPEALER; PROPER NOTICE AND MEETING

WHEREAS, the Board of Commissioners (the "Commission") of the City of Pharr, Texas (the "City") desires to support development and redevelopment in the City to be funded in whole or in part, through the creation of a Tax Increment Reinvestment Zone (the "Zone"), as hereinafter more specifically defined and named and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act 9 the "Act"), Texas Tax Code, Chapter 311; and

WHEREAS, the City indicated its intent to create the Zone through Resolution 2015-08 passed by the Commission on February 3, 2015; and

WHEREAS, the Project will support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, which may include but not limited to: Street Construction and Reconstruction, Right of Way Acquisition, Municipal Facilities Acquisition/Construction, Parks, Storm Water Pollution Prevention Drainage & Drainage Detention, Wastewater Treatment Plant Expansion, Waste Water Collection System Improvements, Water Rights Acquisition, Utility Relocation and Open Space Improvements; and

WHEREAS, pursuant to the Act, the City may designate a geographical area within the City; and

WHEREAS, the City desires to amend the boundary map adopted at said meeting; and

WHEREAS, the City will benefit from improvements to Jackson Road, Ridge Road and Drainage Improvements affecting commercial development, and

WHEREAS, the City by annexing the properties shown on the attached map in purple will clarify the boundaries of the Zone (Exhibit "C")

WHEREAS, Pursuant to the Act, the City has directed that a Preliminary Reinvestment Zone Financing Plan (the "Preliminary Plan") be prepared for the proposed Zone; and

WHEREAS, A Public Hearing was held on February 17, 2015 at 5:00 p.m. in the Pharr Commission Chambers, City Hall to consider the creation of a Tax Increment Reinvestment Zone for the Project and its respective benefits to the City and to property in the proposed Zone; and

WHEREAS, on November 17, 2015, the City Commission of the City of Pharr adopted Ordinance O-2015-52; and

WHEREAS, the City Commission has investigated and determined that Ordinance O-2015-52 did not include the termination date in the final adopted ordinance as a result of clerical error; and

WHEREAS, the City Commission's investigation, as supported by staff's discussions, the adopted and approved TIRZ Financing Plan, and the draft Pharr/County of Hidalgo TIRZ II Inter-local Agreement, hereby confirms that, at the time Ordinance O-2015-52 was passed, it was the intent of City Commission that the TIRZ II terminate on December 31, 2035; and

WHEREAS, by adoption of this Ordinance *nunc pro tunc*, the City Commission will correct Ordinance O-2015-52 so as to include the termination date; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, the City Commission has further investigated and determined, that all lawful requirements have been complied with in the consideration and approval of this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1. DESIGNATING THE AREA AS A REINVESTMENT ZONE. The property shaded in purple on the attached map annexed into the Zone as of January 1, 2016 and the area described in Section 2 below and more commonly referred to as the "Pharr Redevelopment Project" and officially assigned the name as designated in Section 5 below (which reinvestment zone so described, named and designated is hereinafter referred to as the "Zone", is hereby designated as a Tax Increment Reinvestment Zone.

SECTION 2. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibits "A" and "B", which is incorporated herein by reference for all purposes is a legal description and Hidalgo County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in purple incorporated in the Zone.

SECTION 3. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE.

(a) There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights powers and duties as provided by the Act to such Boards or by action of the Commission. Pursuant to Section 311.009(a) of the Texas Tax Code the Board shall consist of five (5) members.

(b) The City will appoint four (4) members and the Hidalgo County Commissioners Court shall appoint one (1) member.

(c) Appointees shall be for a two (2) year term. Upon expiration of their respective terms of office, replacements to the Board shall be appointed. Vacancies on the Board shall be filled by the respective taxing unit making such appointments for the remainder of the unexpired term.

SECTION 4. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect on or about November 17, 2015 and continue till its termination date of December 31, 2035 unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds as authorized or permitted by law.

SECTION 5. ASSIGNING A NAME TO THE ZONE. The Tax Increment Reinvestment Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER 2, CITY OF PHARR, TEXAS."

SECTION 6. TAX INCREMENT BASE. The tax increment base for the Zone is the total assessed value of all real property taxable by the City and located in the Zone, determined as of January 1, 2015, the year in which the Zone was designated as a Reinvestment Zone (the "Tax Increment Base").

SECTION 7. ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "CITY OF PHARR – TIF REINVESTMENT ZONE #2, TEXAS TAX INCREMENT FUND" (HEREIN CALLED THE "Tax Increment Fund"). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

SECTION 8. FINDINGS.

(a) The City hereby finds and declares that (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone meets the requirements of 311.005 of the Act, being that the Zone area:

1. Is predominantly open, and because of obsolete platting, deterioration of structures or site improvements;

2. Creation of the zone is necessary to further the public health, safety, morals, and welfare as a result of substandard conditions, inadequate streets, unsanitary conditions, and the predominant existence of undeveloped area; and

3. Other factors that may substantially impair the growth of the city.

(b) The City of Pharr, pursuant to the Act, further finds and declares that:

1. the proposed zone is a geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
2. less than fifty percent (50%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County, the PSJA ISD, the Hidalgo ISD and the Valley View ISD, and
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 9. DESIGNATION OF A SECTION 311.005(a) ZONE. The Zone is designated pursuant to Section 311.005(a) of the Act.

SECTION 10. SEVERABILITY. If any of the provisions of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstance shall nevertheless be valid, as if such invalid provisions had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE. The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes.

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 12: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 13: Declaring an Emergency Clause: The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 22nd day of July, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CITY OF PHARR - PROPOSED TIRZ 2 2015 -Exhibit A

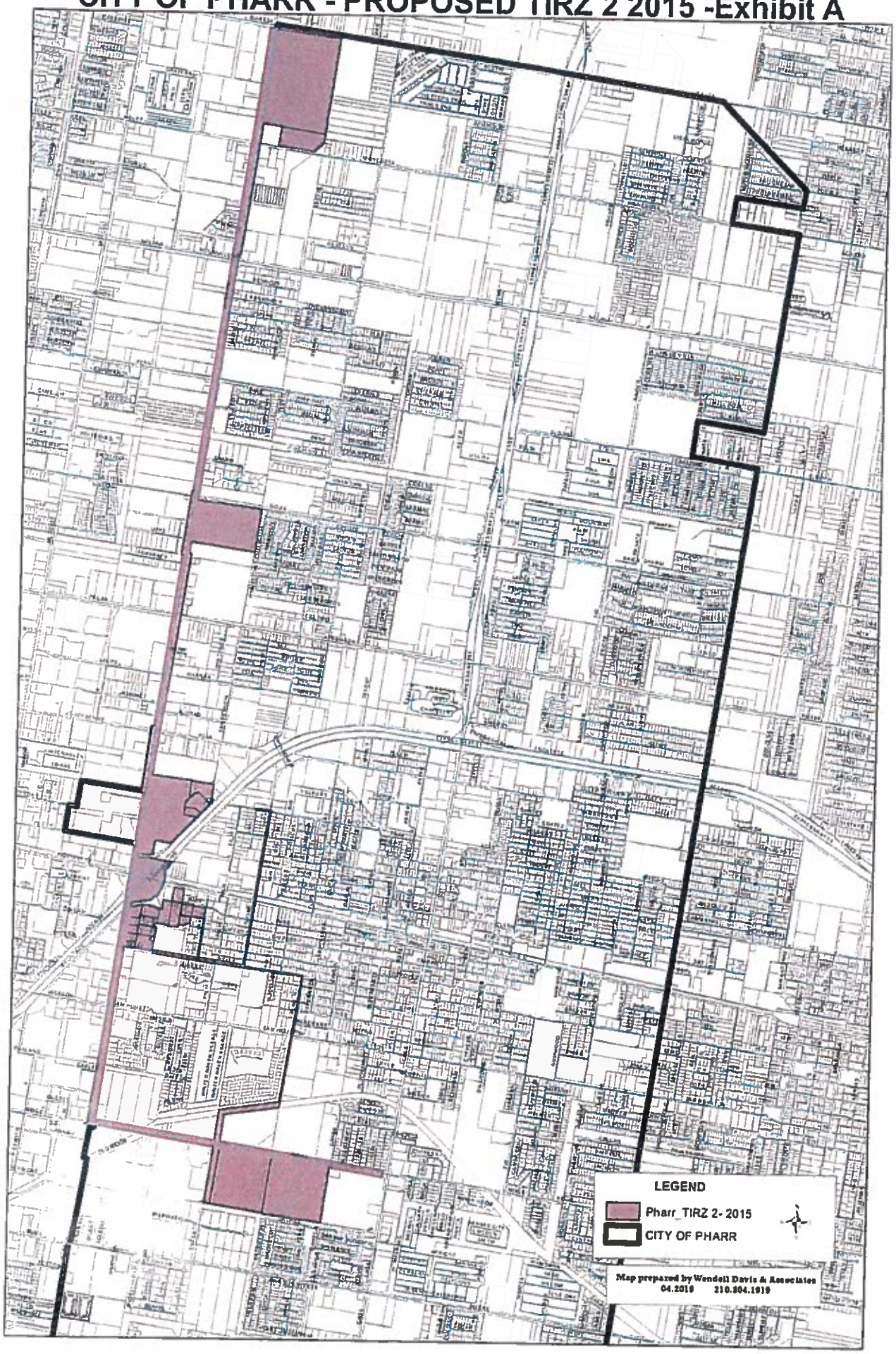

EXHIBIT "B"

Prop ID
202890
657111
1013055
1013056
1013311
1013310
1013309
1013305
897870
897871
897872
897873
258877
902654
230524
258891
258876
816221
846991
961801
719457
719456
719455
231082
1013404
230950

Source: Hidalgo County Appraisal District

Exhibit "C"

CITY OF PHARR - PROPOSED TIRZ 2 2016 Annexation

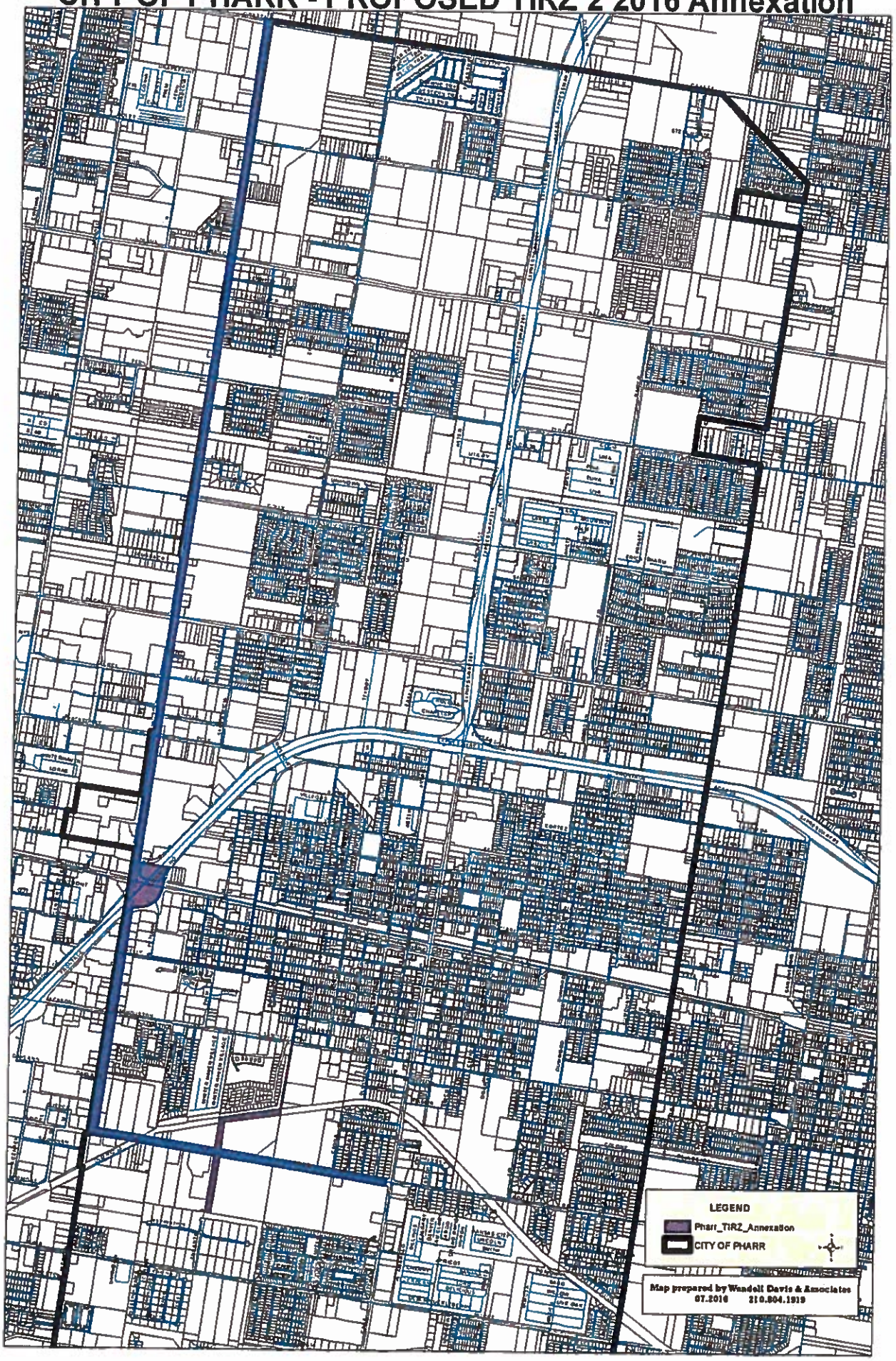

Exhibit B-5

City of Pharr Ordinance

O-2016-31

[See attached – 21 pages]

ORDINANCE NO. O-2016-31

AN ORDINANCE APPROVING THE AMENDED REINVESTMENT ZONE PROJECT & FINANCING PLAN IN CONNNECTION WITH REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS

WHEREAS, Ordinance No. O-2015-57 was approved and adopted on December 8, 2015 by the Board of Commissioners; and

WHEREAS, Ordinance No. O-2016-31 will serve to amend O-2015-57 by approving the Amended Reinvestment Zone Project & Financing Plan; and

WHEREAS, pursuant to Ordinance No. O-2015-52, O-2016-15 and 2016-29 adopted by the City Council of the **CITY OF PHARR, TEXAS** (the *"City"*) on November 17, 2015, April 18, 2016,and July 22, 2016 respectively, the City approved the creation and clarification of **REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS** (the *"Zone"*); and

WHEREAS, the Zone was created in accordance with the provisions of Chapter 311, Texas Tax Code, as amended, (the ***"Act"***); and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT:

SECTION 1. APPROVAL OF AMENDED REINVESTMENT ZONE PROJECT & FINANCING PLAN. In satisfaction of Section 311.011(d) of the Act, the City Council hereby approves the *Reinvestment Zone Financing Plan* attached hereto as *Exhibit A.*

SECTION 2. INCORPORATION OF RECITALS. The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City Council herby incorporates such recitals as part of this Ordinance.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 23th day of August 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

AMENDED REINVESTMENT ZONE PROJECT & FINANCING PLAN

City of Pharr Tax Increment Reinvestment Zone # 2

August 23, 2016

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SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Pharr Tax Increment Reinvestment Zone ("TIRZ") Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to promote and encourage construction of new retail, food service, mixed use commercial, multi-family, and senior, retired and assisted living facilities in areas of the City that has significant and varied impediments to development.

Tracts of land in the western sector of the city primarily along Jackson Road have remained vacant due to inadequate city street infrastructure, inadequately sized or no utility lines, drainage issues, water and sewer availability, and lack of adequate fire flow. The costs associated with the remediation of these development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the city will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements, primarily drainage, associated with needed development in this sector of the City
2. Replace low value existing land uses with high value retail, commercial, food service and senior multi-family and assisted living facilities.
3. Offer employment opportunities and reduce commuting time for Pharr and Hidalgo County residents.
4. Provide a more efficient use of existing city and county services.
5. Help to address structural imbalances in the Pharr economy and housing market.

The proposed TIRZ is comprised of vacant and partially improved land in the western sector of the City. Also included within the TIRZ boundaries are the public rights of way and the associated ally ways of the streets as well as all utility easements, drainage easements, drainage structures and detention facilities located within the TIRZ boundaries. All of the right of way of Jackson Road from Ridge Road to Owassa Road as well as the Right of way of Ridge Road from Cage Road to Jackson Road and the right of way of the Business 83 and Hwy 83 turnaround are included within the boundaries of the Zone as well as all of the right of way, easements, alleys and drainage structures contemplated to be included in the "West Downtown Drainage Project."

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Pharr Tax Increment Reinvestment Zone, are:

- Provide for new commercial and retail uses through the installation of the "West Downtown Drainage System" improvements

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension of existing City streets

- Provide employment opportunities to service increasing population growth within the City of Pharr and surrounding Hidalgo County.

- Solve long-range storm drainage issues that affect both City residents as well as, surrounding Hidalgo County residents.

The City of Pharr Tax Increment Reinvestment Zone Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District and the City, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial, retail, food service and residential development to include affordable, work force and market rate housing.

Planned Private Development

The City of Pharr TIRZ Private Development Program includes;

Phase 1	2016	$	14,500,000	Commercial
Phase 2	2017	$	6,500,000	Commercial
Phase 3	2019	$	3,500,000	Commercial
Phase 4	2020	$	2,750,000	Commercial
Phase 5	2021	$	2,500,000	Commercial
Phase 6	2022	$	10,000,000	Commercial
Phase 7	2323	$	7,500,000	Commercial
Phase 8	2024	$	3,750,000	Commercial
Phase 9	2525	$	2,750,000	Commercial
Phase 10	2026	$	3,750,000	Commercial

The total private investment is expected to be in excess of $ 57,500,000.

The projected values of future commercial development are based upon an analysis of the 2014 and 2015 building permits issued by the City of Pharr. Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer and water.

Planned Public Improvements

The public improvements enumerated in the Project Plan, with an estimated cost of $11,518,117 provide for the extension of sewer and water lines sized to provide service to the entire TIRZ

area, drainage structures and detention facilities and the extension of streets, water and sewer line to service individual tracts of land. The improvements planned for the district are designed to help meet the long-term needs to secure and insure growth and investment in the City of Pharr and in Hidalgo County.

Planned Public Construction

Planned Public Improvements Include:

Street & ROW	$ 2,650,000.00
Water Infrastructure	$ 250,000.00
Sewer Infrastructure	$ 350,000.00
Drainage Improvements	$ 8,248,116.60

The Tax Increment Reinvestment Zone Financing Plan provides for tax increment allowable expenses in the approximate amount of $ 5,438,873. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the City of Pharr Tax Increment Reinvestment Zone Number Two.

Section II – Project Plan

Background

On February 03, 2015 the City Commission of the City of Pharr indicated its intent to create a tax increment reinvestment zone by Resolution # 2015-08 for the creation of the City of Pharr Tax Increment Reinvestment Zone Number Two. The City of Pharr TIRZ was created pursuant to Ordinance O-2015-52, O-2015-57, O-2016-15, O-2016-29 and O-2016-31 passed and approved by the City Commission on November 17th, 2015, December 8, 2015, April 18, 2016, July 22, 2016.

Meetings and presentations were held with individuals and taxing entities in Hidalgo County on the following dates:

- Hidalgo County Economic Development Office, February, October and November 2015
- Hidalgo County Commissioner Pct. 2 and Staff, November 12, 2015
- Hidalgo County Commissioners Court Executive Session December 1, 2015.

Program Concepts

The City of Pharr Tax Increment Reinvestment Zone Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to develop a viable long-range plan for an area of the City, which has lagged in development of a wide range of commercial, retail and multi-family projects. New commercial retail, food service and multi-family are the key components of the development program. Increased employment opportunities for Pharr and surrounding county and community residents will be enhanced through the development activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Pharr Tax Increment Reinvestment Zone Number Two will insure the future of the City as a viable option as national and regional companies looked to expand their presence in the Valley.

Description of District

The City of Pharr Tax Increment Reinvestment Zone Number Two is located in the western sector of the City. The market value of property within the Zone is estimated to be $35,429,120 however, the total assessed value of the property in the Zone, the Base Value of the Zone, is estimated at $29,333,786 per preliminary figures from the Hidalgo County Appraisal District. The City of Pharr TIRZ includes approximately 253.2149+/- acres of public and privately held land as shown on the Exhibit "A"

Existing Uses and Conditions

Exhibit "A" is a map of the proposed zone boundaries and reflects the existing uses and conditions of properties, being that the properties are vacant land, within the proposed Zone.

The City of Pharr has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

"is predominantly open or undeveloped, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City" and

The City of Pharr, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
2. less than thirty percent (30%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County and the PSJA, Hidalgo or Valley View Independent School Districts,
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

City of Pharr TIRZ Zoning

The City of Pharr has the following zoning categories. Properties in the Zone are primarily "District A-O," Agriculture and/or open space district with some "District H-C," Heavy Commercial and "District NC," Neighborhood Commercial District.

District A-O	Agricultural and/or open space district
District R-1	Single-family residential district
District R-TH	Townhouse residential district
District R-2	Two-family residential district
District R-3	Medium-density multifamily residential district
District R-4	High-density multifamily residential district
District R-MH	Mobile home district
District OP	Office professional district
District NC	Neighborhood commercial district
District C	General business district
District C-2	Business district
District HC	Heavy commercial district
District LI	Limited industrial district
District HI	Heavy industrial district
District PUD	Planned unit development district

There are no proposed changes in zoning ordinances, the City of Pharr Comprehensive Master Plan, building codes or subdivision rules and regulations that would affect properties in the Zone. The City has from time to time updates its Comprehensive Master Plan, however, in any future update the City shall treat properties in the Zone the same as properties outside the Zone.

Relocation of Area Residents

The plan does not include the relocation of any existing residents located within the boundaries of the Zone

Non Project Costs

The plan does not contemplate any non-project costs. However, the Board shall reserve the right to incur non-project costs in the event that drainage issues that are affecting property within the Zone require the expenditure of funds outside the boundaries of the Zone in order to ameliorate drainage issues within the Zone.

Proposed Public Improvements

DRAINAGE

Over the past 20 years Pharr like almost every other City in the Valley has experienced unanticipated and unplanned economic growth. Many of the drainage improvements that were installed in prior decades have proved inadequate to carry increased runoff from this development. Additionally as land has been converted from farm use to other uses and often time to just vacant land, the land has lost some of its ability to retain water The City has proposed a massive and comprehensive drainage project for the western sector of the City, which is called the "West Downtown Drainage Project." It will control flooding in the Business 83 to Ridge Road corridor

WATER, SEWER and STREETS

The construction of the "Westside Downtown Drainage" project will cause a number of streets to be reconstructed including new sewer and water lines.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Pharr and central Hidalgo County.

CONCLUSIONS

Based upon a set of conservative assumptions and analysis of the Project Plan and Zone Financing Plan, the City of Pharr has concluded that the Project Plan and Reinvestment Zone Financing Plan are feasible.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial or economic feasibility
2. Market feasibility.

The purpose of the TIRZ is to address the financial or economic feasibility aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary.

Market feasibility addresses issues relating to product absorption, type of product, and demand. As properties are brought out of flood zones and as new fast food and retail begins to agglomerate it will expand the economy of the City of Pharr and Hidalgo County thereby attracting additional retail, fast food, commercial and multi-family development.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing ("TIF"), the existing total of appraised value of real property in the zone is identified and designated as the "tax increment base." Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the base value and the new higher value, the tax increment, are then deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising or lowering their tax rate during the life of the zone.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $5,438,873 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Pharr TIRZ# 2. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method: Incremental funds will be spent as they accrue and TIF Revenue Bonds may be issued for larger projects and paid for with annual TIRZ proceeds

Financing Policy: The goal of the City of Pharr Tax Increment Reinvestment Zone is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the warehouse/commercial/industrial/retail sites will arrange for long term financing for their individual projects.

Tax Increment Bonds: The City may at some point in the future issue bonds for capital improvements within the Zone. However, the City will issue no bonds without sufficient Zone revenue to service the principal and interest on the bonds.

Development Schedule And Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds.

Begin Construction	2017
Construction Complete	2025

Street & ROW	$ 2,650,000.00
Water Infrastructure	$ 250,000.00
Sewer Infrastructure	$ 350,000.00
Drainage Improvements	$ 8,248,116.60
Administrative Expense	$ 20,000
Total Costs	$ 11,518,117

Financial Assumptions

No tax rate changes have been factored into the financial pro forma's for the District. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 100% of the new development will be in the form of commercial construction. The long-term lenders who do the permanent financing for these types of projects generally require annual proof that the taxes are current. The City acknowledges that in any given year the collection rate will initially be lower with the balance of the taxes due being paid in arrears over a 5 year period of time.

City of Pharr
Project Review

City of Pharr - TIF Reinvestment Zone # Two B

Summary Fact Sheet
December 4, 2015

Plan of Finance					
	Site Area			253.2149	Acres
	Base Value (January 1, 2015 estimate)			$29,333,786	
Project:					
	Phase 1	2016	$	14,500,000	Commercial
	Phase 2	2017	$	6,500,000	Commercial
	Phase 3	2019	$	3,500,000	Commercial
	Phase 4	2020	$	2,750,000	Commercial
	Phase 5	2021	$	2,500,000	Commercial
	Phase 6	2022	$	10,000,000	Commercial
	Phase 7	2323	$	7,500,000	Commercial
	Phase 8	2024	$	3,750,000	Commercial
	Phase 9	2525	$	2,750,000	Commercial
	Phase 10	2026	$	3,750,000	Commercial
Totals			$	57,500,000	
Assumptions	Captured Value		$	57,500,000	
	Growth Factor			0.00%	
	Collection Rate			97.50%	
	Estimated Total TIF Revenues		$	5,412,420	
	Estimated TIF Life			20	Years

Projected Value of New Tax Increment

Tax Year	Tax Increment Zone: Beginning Assessed Value	Tax Increment Zone: Annual Value of New Development	Tax Increment Zone: Projected Year-End Assessed Value	Tax Increment Zone: Projected Captured Value	City of Pharr: Captured Taxable Value	City of Pharr: Tax Rate Contribution (75% M&O)	City of Pharr: Tax Increments	Hidalgo County: Captured Taxable Value	Hidalgo County: Tax Rate Contribution (50% M&O)	Hidalgo County: Tax Increments
2015	25,236,179		25,236,179		-	0.436575		-	0.261250	
2016	25,236,179	14,500,000	39,736,179	14,500,000	14,500,000	0.436575		14,500,000	0.261250	
2017	39,736,179	6,500,000	46,236,179	21,000,000	21,000,000	0.436575	61,721	21,000,000	0.261250	36,934
2018	46,236,179	3,500,000	49,736,179	24,500,000	24,500,000	0.436575	89,389	24,500,000	0.261250	53,491
2019	49,736,179	2,750,000	52,486,179	27,250,000	27,250,000	0.436575	104,287	27,250,000	0.261250	62,406
2020	52,486,179	2,500,000	54,986,179	29,750,000	29,750,000	0.436575	115,993	29,750,000	0.261250	69,411
2021	54,986,179	10,000,000	64,986,179	39,750,000	39,750,000	0.436575	126,634	39,750,000	0.261250	75,779
2022	64,986,179	7,500,000	72,486,179	47,250,000	47,250,000	0.436575	169,200	47,250,000	0.261250	101,251
2023	72,486,179	3,750,000	76,236,179	51,000,000	51,000,000	0.436575	201,125	51,000,000	0.261250	120,355
2024	76,236,179	2,750,000	78,986,179	53,750,000	53,750,000	0.436575	217,087	53,750,000	0.261250	129,907
2025	78,986,179	3,750,000	82,736,179	57,500,000	57,500,000	0.436575	228,793	57,500,000	0.261250	136,911
2026	82,736,179	-	82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2027	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2028	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2029	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2030	82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
2031	82,736,179		82,736,179	66,550,000	66,550,000	0.436575	244,755	66,550,000	0.261250	146,463
2032	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
2033	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
2034	94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
	$ 57,500,000						$ 3,386,131			$ 2,026,289
	Annual Growth Factors Years 2016-2017			0.00%	Participation Level	75%		Participation Level	50%	
	Thereafter			0.00%	Tax Rate Growth Factor	0.00%		Tax Rate Growth Factor	0.00%	
	Combined Compound Growth Rate				Tax Rate Collection Factor	97.50%		Tax Rate Collection Factor	97.50%	

Schedule of Projected Income From Value of New Tax Increment Continued

Fiscal Year Ending	TIF Revenue	Cumulative TIF Revenues
2015		
2016	-	
2017	98,655	98,655
2018	142,880	241,535
2019	166,693	408,228
2020	185,403	593,631
2021	202,413	796,044
2022	270,451	1,066,495
2023	321,479	1,387,974
2024	346,993	1,734,967
2025	365,704	2,100,671
2026	391,218	2,491,889
2027	391,218	2,883,108
2028	391,218	3,274,326
2029	391,218	3,665,544
2030	391,218	4,056,762
2031	391,218	4,447,980
2032	321,480	4,769,460
2033	321,480	5,090,940
2034	321,480	5,412,420
	$ 5,412,420	

Project Budget

City of Pharr - TIF Reinvestment Zone

Sources & Uses

Sources of Funds		
TIF Revenues	$	5,412,420
Total TIF Proceed Funds	$	5,412,420
Total Sources of Funds	$	5,412,420
Uses of Funds		
Begin Construction		2017
Construction Complete		2025
Street & ROW	$	2,650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	8,248,116.60
Administrative Expense	$	20,000
Total Costs	$	11,518,117
Project Financing Surplus (Shortage)	$	(6,105,696)

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project financing plan, the City of Pharr has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Pharr Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Pharr TIRZ Board has concluded that the City of Pharr TIRZ Project Plan and Reinvestment Zone Financing Plan is feasible. The success of the City of Pharr TIRZ project plan will encourage other mixed-use commercial/food service/retail/lodging and market rate residential and affordable housing. The new residential population base; will support an expanding retail base, will supplement the existing job market, will attract additional private development into the City of Pharr and Hidalgo County and will serve to stabilize and enhance future property values.

CITY OF PHARR - PROPOSED TIRZ 2 2015 -Exhibit A

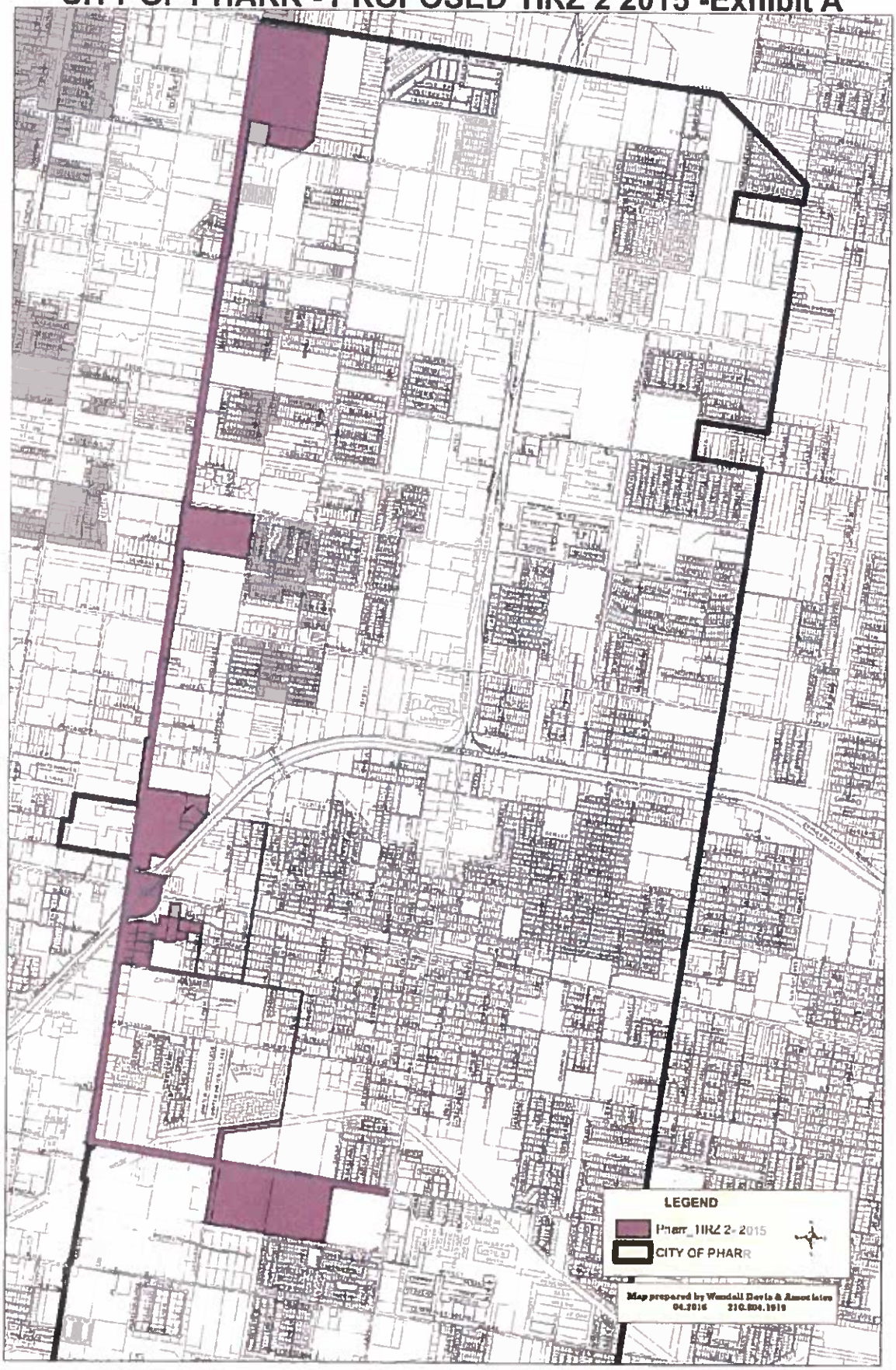

EXHIBIT "A" Continued Zone Account Numbers

Prop ID
202890
657111
1013055
1013056
1013311
1013310
1013309
1013305
897870
897871
897872
897873
258877
902654
230524
258891
258876
816221
846991
961801
719457
719456
719455
231082
1013404
230950

Source: Hidalgo County Appraisal District

Exhibit B

Zone Board Members

Chairperson	Oscar Elizondo
Vice-Chairperson	Eleazar Guajardo
Secretary	Mario Bracamontes
Board Member	Ricardo Medina
Board Member	Hidalgo County Appointee

Exhibit C

TIRZ REQUIREMENTS

Section 311 of the State Tax Code (Tax Increment Financing Act) specifies that TIRZ (TIF) project and financing plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the plan.

Project Plan

1. Map of Zone Properties	Exhibit A
2. List proposed of sources and uses	Page 15
3. Description of Zone Property	Exhibit A
4. Project Feasibility	Page 9
5. Proposed zoning changes	Page 8
6. Estimated non-project costs	Page 8
7. Relocation plan for current residents	Page 8

Financing Plan

1. Detailed estimate of project costs	Page 15
2. Proposed public improvements	Page 15
3. Project Timeline	Page 15
4. Estimated amount of bonded indebtedness	Page N/A
5. Time when costs/obligations will be incurred	Page 15
6. Methods of financing, sources of Revenue	Page 13
7. Current total appraised value	Page 13
8. Estimated captured appraised value	Page 14
9. Duration of Zone	Page 13

Exhibit C

Board Meeting Minutes and Ordinance

C-1	December 1, 2015 Minutes
C-2	December 8, 2015 Minutes
C-3	O-2015-01-TIRZ
C-4	July 22, 2016 Minutes
C-5	August 23, 2016 Minutes

Exhibit C-1

Board Meeting Minutes

December 1, 2015

[See attached – 2 pages]

THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
REGULAR CALLED MEETING MINUTES
COMMENCING AT 5:30 PM
TUESDAY, DECEMBER 1, 2015

TIRZ #2 Board Members Present:	Board Member Comm. Oscar Elizondo, Jr. Board Member Comm. Eleazar Guajardo Board Member Comm. Ricardo Medina Board Member Comm. Mario Bracamontes Board Member Bobby Villarreal
Absent:	None
STAFF PRESENT:	Juan Guerra, City Manager Edward Wylie, Assistant City Manager Hilda Pedraza, City Clerk Imelda Barrera, Assistant City Clerk Karla Moya, Finance Director Ruben Villescas, Police Chief Lenny Perez, Interim Fire Chief Sergio Contreras, EDC Director Melanie Cano, Interim Development Services Dir. Luis Bazar, Bridge Director Bill Ueckert, City Engineer
CITY ATTORNEY	Patricia A. Rigney, City Attorney

ITEM 1 **ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBERS OF THE GOVERNING BODY**

Chairperson Mayor Pro Tem Elizondo called the meeting to order at 5:30 pm. Roll Call established a quorum.

ITEM 2 **DISCUSSION AND POSSIBLE ACTION, IF ANY, ON ORDINANCE ADOPTING THE TAX INCREMENT REINVESTMENT ZONE #2 PROJECT PLAN AND FINANCING PLAN.**

Juan Guerra, City Manager, introduced the item and stated no action would be taken at this time.

ITEM 3 **CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE BOARD OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE HEREBY GIVES NOTICE THAT IT MAY MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEM(S) 2**

None.

ITEM 4 **RECONVENE** into Open Session, and consider action if necessary, on item(s) discussed in executive session.

None.

ITEM 5 **ADJOURNMENT**

There being no further business, Board Member Comm. Medina **moved** to adjourn. Board Member Comm. Bracamontes seconded and when put to a vote the motion carried unanimously. Meeting adjourned at 5:31 pm.

Mayor Pro-Tem Oscar Elizondo Jr..
Chairperson

ATTEST
Secretary

Exhibit C-2

Board Meeting Minutes

December 8, 2015

[See attached – 2 pages]

THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
REGULAR CALLED MEETING MINUTES
COMMENCING AT 5:00 PM
TUESDAY, DECEMBER 8, 2015

TIRZ #2 Board Members Present:	Board Member Comm. Oscar Elizondo, Jr. Board Member Comm. Eleazar Guajardo Board Member Comm. Ricardo Medina Board Member Comm. Mario Bracamontes
Absent:	Board Member Bobby Villarreal
STAFF PRESENT:	Juan Guerra, City Manager Edward Wylie, Assistant City Manager Imelda Barrera, Assistant City Clerk Karla Moya, Finance Director Lenny Perez, Interim Fire Chief Roel Garza, PAL/Parks & Rec. Director Jason Arms, IT Director Sergio Contreras, EDC Director Raul Garza, CDBG Director Melanie Cano, Interim Development Services Dir. Roy S. Garcia, Events Center Director
CITY ATTORNEY	Patricia A. Rigney, City Attorney

ITEM 1 **ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBERS OF THE GOVERNING BODY**

Chairperson Mayor Pro Tem Elizondo called the meeting to order at 5:02 pm. Roll Call established a quorum.

Board Member Comm. Guajardo **moved** to excuse Board Member Villarreal. Board Member Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 2 **ELECTION OF OFFICER(S) – CHAIRMAN, VICE-CHAIRMAN, AND SECRETARY.**

Juan Guerra, City Manager, introduced the item and recommended same officers as TIRZ No. 1, those people being: Chairperson Mayor Pro Tem Elizondo, Vice-Chairperson Comm. Guajardo and Secretary Comm. Bracamontes.

Board Member Comm. Guajardo **moved** to approve. Board Member Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 3 **CONSIDERATION AND ACTION, IF ANY, ON MINUTES FOR DECEMBER 1, 2015.**

Juan Guerra, City Manager, introduced the item and recommended approval.

Board Member Comm. Guajardo **moved** to approve. Board Member Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 4 **DISCUSSION AND POSSIBLE ACTION, IF ANY, ON ORDINANCE ADOPTING THE TAX INCREMENT REINVESTMENT ZONE #2 PROJECT PLAN AND FINANCING PLAN.**

Juan Guerra, City Manager, introduced the item and recommended approval.

Board Member Comm. Guajardo **moved** to approve. Board Member Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 5 **DISCUSSION AND POSSIBLE ACTION, IF ANY, ON ORDINANCE ADOPTING AN ALTERNATE TAX INCREMENT REINVESTMENT ZONE #2 PROJECT PLAN AND FINANCING PLAN.**

Juan Guerra, City Manager, introduced the item and stated no alternate available, therefore, recommended no action.

ITEM 6 **DISCUSSION AND POSSIBLE ACTION, ON TAX INCREMENT REINVESTMENT ZONE #2 INCENTIVE FUNDS DISTRIBUTION AND PRIORITIZATION.**

Juan Guerra, City Manager, introduced the item and stated that the City would get reimbursed first before any developer, recommended approval.

Board Member Comm. Guajardo **moved** to approve. Board Member Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

ITEM 7 **CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE BOARD OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE HEREBY GIVES NOTICE THAT IT MAY MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEM(S) 2**

None.

ITEM 8 **RECONVENE** into Open Session, and consider action if necessary, on item(s) discussed in executive session.

None.

ITEM 9 **ADJOURNMENT**

There being no further business, Board Member Comm. Guajardo **moved** to adjourn. Board Member Comm. Medina seconded and when put to a vote the motion carried unanimously. Meeting adjourned at 5:05 pm.

Mayor Pro-Tem Oscar Elizondo Jr.,
Chairperson

ATTEST
Secretary

Exhibit C-3

Board Ordinance

O-2015-01-TIRZ

[See attached – 18 pages]

ORDINANCE NO. O-2015-01 - TIRZ

AN ORDINANCE APPPROVING THE REINVESTMENT ZONE PROJECT & FINACNING PLAN IN CONNNECTION WITH REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS

WHEREAS, pursuant to Ordinance No. O-2015-52 adopted by the City Council of the **CITY OF PHARR, TEXAS** (the *"City"*) on November 17, 2015 the City approved the creation of **REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS** (the *"Zone"*); and

WHEREAS, the Zone was created in accordance with the provisions of Chapter 311, Texas Tax Code, as amended, (the ***"Act"***); and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TAX INCREMENT REINVESTMENT ZONE #2 OF THE CITY OF PHARR, THAT:

SECTION 1. APPROVAL OF REINVESTMENT ZONE PROJECT & FINANCING PLAN. In satisfaction of Section 311.011(d) of the Act, the Board hereby approves the *Reinvestment Zone Financing Plan* attached hereto as *Exhibit A.*

SECTION 2. INCORPORATION OF RECITALS. The Board hereby finds that the statements set forth in the recitals of this Ordinance are true and correct.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF TAX INCREMENT REINVESTMENT ZONE #2 OF THE CITY OF PHARR, TEXAS, on this the 8th day of December 2015.

CITY OF PHARR

PRESIDENT

ATTEST:

SECRETARY

CITY OF PHARR - PROPOSED TIRZ 2 2015

REINVESTMENT ZONE PROJECT & FINANCING PLAN

City of Pharr Tax Increment Reinvestment Zone #2

December 4, 2015

Table of Contents

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II.	PROJECT PLAN	7
III.	PROJECT FEASIBILITY	11
IV.	REINVESTMENT ZONE FINANCING PLAN	12
V.	PHARR BOARD MEMBERS	21

EXHIBITS

A.	MAP OF ZONE	22
B.	MAP OF EXISTING CONDITIONS	23
C.	TIRZ REQUIREMENTS	24

SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Pharr Tax Increment Reinvestment Zone ("TIRZ") Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to promote and encourage construction of new retail, food service, mixed use commercial, multi-family, and senior, retired and assisted living facilities in areas of the City that has significant and varied impediments to development.

Tracts of land in the western sector of the city primarily along Jackson Road have remained vacant due to inadequate city street infrastructure, inadequately sized or no utility lines, drainage issues, water and sewer availability, and lack of adequate fire flow. The costs associated with the remediation of these development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the city will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements, primarily drainage, associated with needed development in this sector of the City
2. Replace low value existing land uses with high value retail, commercial, food service and senior multi-family and assisted living facilities.
3. Offer employment opportunities and reduce commuting time for Pharr and Hidalgo County residents.
4. Provide a more efficient use of existing city and county services.
5. Help to address structural imbalances in the Pharr economy and housing market.

The proposed TIRZ is comprised of vacant and partially improved land in the western sector of the City. Also included within the TIRZ boundaries are the public rights of way and the associated ally ways of the streets as well as all utility easements, drainage easements, drainage structures and detention facilities located within the TIRZ boundaries. All of the right of way of Jackson Road from Moore Road to Owassa Road as well as the Right of way of Ridge Road from Cage Road to Jackson Road and the right of way of the Business 83 and Hwy 83 turnaround are included within the boundaries of the Zone

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Pharr Tax Increment Reinvestment Zone, are:

- Provide for new commercial and retail uses through the installation of the "West Downtown Drainage System" improvements

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension of existing City streets

- Provide employment opportunities to service increasing population growth within the City of Pharr and surrounding Hidalgo County.

- Solve long-range storm drainage issues that affect both City residents as well as, surrounding Hidalgo County residents.

The City of Pharr Tax Increment Reinvestment Zone Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District and the City, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial, retail, food service and residential development to include affordable, work force and market rate housing.

Planned Private Development

The City of Pharr TIRZ Private Development Program includes;

Phase 1	2016	$	14,500,000	Commercial
Phase 2	2017	$	6,500,000	Commercial
Phase 3	2019	$	3,500,000	Commercial
Phase 4	2020	$	2,750,000	Commercial
Phase 5	2021	$	2,500,000	Commercial
Phase 6	2022	$	10,000,000	Commercial
Phase 7	2323	$	7,500,000	Commercial
Phase 8	2024	$	3,750,000	Commercial
Phase 9	2525	$	2,750,000	Commercial
Phase 10	2026	$	3,750,000	Commercial

The total private investment is expected to be in excess of $ 57,500,000.

The projected values of future commercial development are based upon an analysis of the 2014 and 2015 building permits issued by the City of Pharr. Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer and water.

Planned Public Improvements

The public improvements enumerated in the Project Plan, with an estimated cost of $11,513,117 provide for the extension of sewer and water lines sized to provide service to the entire TIRZ area, drainage structures and detention facilities and the extension of streets, water and sewer line to service individual tracts of land. The improvements planned for the district are designed to help meet the long-term needs to secure and insure growth and investment in the City of Pharr and in Hidalgo County.

Planned Public Construction

Planned Public Improvements Include:

Street & ROW	$	650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	10,248,116.60

The Tax Increment Reinvestment Zone Financing Plan provides for tax increment allowable expenses in the approximate amount of $ 5,191,257. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the City of Pharr Tax Increment Reinvestment Zone Number Two.

Section II – Project Plan

Background

On June 16, 2015 the City Commission of the City of Pharr indicated its intent to create a tax increment reinvestment zone by entering into a Contract with TIF Services of South Texas for the creation of the City of Pharr Tax Increment Reinvestment Zone Number Two. On November 17, 2015 the City Commission approved Ordinance # 0-2015-52 authorizing the creation of the Tax Increment Reinvestment Zone.

Meetings and presentations were held with individuals and taxing entities in Hidalgo County on the following dates:

- Hidalgo County Economic Development Office, February, October and November 2015
- Hidalgo County Commissioner Pct. 2 and Staff, November 12, 2015
- Hidalgo County Commissioners Court Executive Session December 1, 2015.

Program Concepts

The City of Pharr Tax Increment Reinvestment Zone Number Two represents an important opportunity for the City of Pharr in partnership with Hidalgo County to develop a viable long-range plan for an area of the City, which has lagged in development of a wide range of commercial, retail and multi-family projects. New commercial retail, food service and multi-family are the key components of the development program. Increased employment opportunities for Pharr and surrounding county and community residents will be enhanced through the development activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Pharr Tax Increment Reinvestment Zone Number Two will insure the future of the City as a viable option as national and regional companies looked to expand their presence in the Valley.

Description of District

The City of Pharr Tax Increment Reinvestment Zone Number Two is located in the western sector of the City. The market value of property within the Zone is estimated to be $35,429,120 however, the total assessed value of the property in the Zone, the Base Value of the Zone, is estimated at $25,078,620 per preliminary figures from the Hidalgo County Appraisal District. The City of Pharr TIRZ includes approximately 253.2149+/- acres of public and privately held land as shown on the Exhibit "A"

Existing Uses and Conditions

Exhibit "A" is a map of the proposed zone boundaries and reflects the existing uses and conditions of properties within the proposed Zone.

The City of Pharr has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

"is predominantly open or undeveloped, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City" and

The City of Pharr, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
2. less than thirty percent (30%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County and the PSJA, Hidalgo or Valley View Independent School Districts,
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

City of Pharr TIRZ Zoning

The City of Pharr has the following zoning categories. Properties in the Zone are primarily "District A-O," Agriculture and/or open space district with some "District H-C," Heavy Commercial and "District NC," Neighborhood Commercial District.

District A-O	Agricultural and/or open space district
District R-1	Single-family residential district
District R-TH	Townhouse residential district
District R-2	Two-family residential district
District R-3	Medium-density multifamily residential district
District R-4	High-density multifamily residential district
District R-MH	Mobile home district
District OP	Office professional district
District NC	Neighborhood commercial district
District C	General business district
District C-2	Business district
District HC	Heavy commercial district
District LI	Limited industrial district
District HI	Heavy industrial district
District PUD	Planned unit development district

There are no proposed changes in zoning ordinances, the City of Pharr Comprehensive Master Plan, building codes or subdivision rules and regulations that would affect properties in the Zone. The City has from time to time updates its Comprehensive Master Plan, however, in any future update the City shall treat properties in the Zone the same as properties outside the Zone.

Relocation of Area Residents

The plan does not include the relocation of any existing residents located within the boundaries of the Zone

Non Project Costs

The plan does not contemplate any non-project costs. However, the Board shall reserve the right to incur non-project costs in the event that drainage issues that are affecting property within the Zone require the expenditure of funds outside the boundaries of the Zone in order to ameliorate drainage issues within the Zone.

Proposed Public Improvements

DRAINAGE

Over the past 20 years Pharr like almost every other City in the Valley has experienced unanticipated and unplanned economic growth. Many of the drainage improvements that were installed in prior decades have proved inadequate to carry increased runoff from this development. Additionally as land has been converted from farm use to other uses and often time to just vacant land, the land has lost some of its ability to retain water The City has proposed a massive and comprehensive drainage project for the western sector of the City which is called the "West Downtown Drainage Project." It will control flooding in the Business 83 to Ridge Road corridor

WATER, SEWER and STREETS

The construction of the "Westside Downtown Drainage" project will cause a number of streets to be reconstructed including new sewer and water lines.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Pharr and central Hidalgo County.

CONCLUSIONS

Based upon a set of conservative assumptions and analysis of the Project Plan and Zone Financing Plan, the City of Pharr has concluded that the Project Plan and Reinvestment Zone Financing Plan are feasible.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial or economic feasibility
2. Market feasibility.

The purpose of the TIRZ is to address the financial or economic feasibility aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary.

Market feasibility addresses issues relating to product absorption, type of product, and demand. As properties are brought out of flood zones and as new fast food and retail begins to agglomerate it will expand the economy of the City of Pharr and Hidalgo County thereby attracting additional retail, fast food, commercial and multi-family development.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing ("TIF"), the existing total of appraised value of real property in the zone is identified and designated as the "tax increment base." Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the base value and the new higher value, the tax increment, are then deposited into a TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising or lowering their tax rate during the life of the zone.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $6,192,815 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Pharr TIRZ# 2. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method: Incremental funds will be spent as they accrue and TIF Revenue Bonds may be issued for larger projects and paid for with annual TIRZ proceeds

Financing Policy: The goal of the City of Pharr Tax Increment Reinvestment Zone is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the warehouse/commercial/industrial/retail sites will arrange for long term financing for their individual projects.

Tax Increment Bonds: The City may at some point in the future issue bonds for capital improvements within the Zone. However, the City will issue no bonds without sufficient Zone revenue to service the principal and interest on the bonds.

Development Schedule And Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds.

Begin Construction		2017
Construction Complete		2025
Street & ROW	$	650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	10,248,116.60
Administrative Expense	$	20,000
Total Costs	$	11,518,117

Financial Assumptions

No tax rate changes have been factored into the financial pro forma's for the District. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 100% of the new development will be in the form of commercial construction. The long-term lenders who do the permanent financing for these types of projects generally require annual proof that the taxes are current. The City acknowledges that in any given year the collection rate will initially be lower with the balance of the taxes due being paid in arrears over a 5 year period of time.

City of Pharr
Project Review

City of Pharr - TIF Reinvestment Zone # Two B

Summary Fact Sheet
December 6, 2015

Plan of Finance					
	Site Area			253.2149	Acres
	Base Value (January 1, 2015 estimate)			$29,333,786	
Project:					
	Phase 1	2016	$	14,500,000	Commercial
	Phase 2	2017	$	6,500,000	Commercial
	Phase 3	2019	$	3,500,000	Commercial
	Phase 4	2020	$	2,750,000	Commercial
	Phase 5	2021	$	2,500,000	Commercial
	Phase 6	2022	$	10,000,000	Commercial
	Phase 7	2323	$	7,500,000	Commercial
	Phase 8	2024	$	3,750,000	Commercial
	Phase 9	2525	$	2,750,000	Commercial
	Phase 10	2026	$	3,750,000	Commercial
Totals			$	57,500,000	
Assumptions	Captured Value		$	57,500,000	
	Growth Factor			0.00%	
	Collection Rate			97.50%	
	Estimated Total TIF Revenues		$	5,412,420	
	Estimated TIF Life			20	Years

jected Value of New Tax Increment

Tax Increment Zone				City of Pharr			Hidalgo County		
r Beginning Assessed Value	Annual Value of New Development	Projected Year-End Assessed Value	Projected Captured Value	Captured Taxable Value	Tax Rate Contribution	Tax Increments	Captured Taxable Value	Tax Rate Contribution	Tax Increments
					75% M&O			50% M&O	
25,236,179		25,236,179		-	0.436575		-	0.261250	
25,236,179	14,500,000	39,736,179	14,500,000	14,500,000	0.436575		14,500,000	0.261250	
39,736,179	6,500,000	46,236,179	21,000,000	21,000,000	0.436575	61,721	21,000,000	0.261250	36,934
46,236,179	3,500,000	49,736,179	24,500,000	24,500,000	0.436575	89,389	24,500,000	0.261250	53,491
49,736,179	2,750,000	52,486,179	27,250,000	27,250,000	0.436575	104,287	27,250,000	0.261250	62,406
52,486,179	2,500,000	54,986,179	29,750,000	29,750,000	0.436575	115,993	29,750,000	0.261250	69,411
54,986,179	10,000,000	64,986,179	39,750,000	39,750,000	0.436575	126,634	39,750,000	0.261250	75,779
64,986,179	7,500,000	72,486,179	47,250,000	47,250,000	0.436575	169,200	47,250,000	0.261250	101,251
72,486,179	3,750,000	76,236,179	51,000,000	51,000,000	0.436575	201,125	51,000,000	0.261250	120,355
76,236,179	2,750,000	78,986,179	53,750,000	53,750,000	0.436575	217,087	53,750,000	0.261250	129,907
78,986,179	3,750,000	82,736,179	57,500,000	57,500,000	0.436575	228,793	57,500,000	0.261250	136,911
82,736,179	-	82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
82,736,179		82,736,179	57,500,000	57,500,000	0.436575	244,755	57,500,000	0.261250	146,463
82,736,179		82,736,179	66,550,000	66,550,000	0.436575	244,755	66,550,000	0.261250	146,463
94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
94,250,000		94,250,000	66,550,000	66,550,000	0.436575	201,125	66,550,000	0.261250	120,355
$ 57,500,000						$ 3,386,131			$ 2,026,289
Annual Growth Factors Years 2016-2017			0.00%	Participation Level		75%	Participation Level		50%
Thereafter			0.00%	Tax Rate Growth Factor		0.00%	Tax Rate Growth Factor		0.00%
Combined Compound Growth Rate				Tax Rate Collection Factor		97.50%	Tax Rate Collection Factor		97.50%

ıedule of Projected Income From Value of New Tax Increment Continued

Fiscal Year Ending	TIF Revenue	Cumulative TIF Revenues
2015		
2016	-	
2017	98,655	98,655
2018	142,880	241,535
2019	166,693	408,228
2020	185,403	593,631
2021	202,413	796,044
2022	270,451	1,066,495
2023	321,479	1,387,974
2024	346,993	1,734,967
2025	365,704	2,100,671
2026	391,218	2,491,889
2027	391,218	2,883,108
2028	391,218	3,274,326
2029	391,218	3,665,544
2030	391,218	4,056,762
2031	391,218	4,447,980
2032	321,480	4,769,460
2033	321,480	5,090,940
2034	321,480	5,412,420
	$ 5,412,420	

Project Budget

City of Pharr - TIF Reinvestment Zone # 2

Sources & Uses

Sources of Funds		
TIF Revenues	$	5,412,420
Total TIF Proceed Funds	$	5,412,420
Total Sources of Funds	$	5,412,420
Uses of Funds		
Begin Construction		2017
Construction Complete		2025
Street & ROW	$	650,000.00
Water Infrastructure	$	250,000.00
Sewer Infrastructure	$	350,000.00
Drainage Improvements	$	10,248,116.60
Administrative Expense	$	20,000
Total Costs	$	11,518,117
Project Financing Surplus (Shortage)	$	(6,105,696)

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project financing plan, the City of Pharr has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Pharr Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Pharr TIRZ Board has concluded that the City of Pharr TIRZ Project Plan and Reinvestment Zone Financing Plan is feasible. The success of the City of Pharr TIRZ project plan will encourage other mixed-use commercial/food service/retail/lodging and market rate residential and affordable housing. The new residential population base; will support an expanding retail base, will supplement the existing job market, will attract additional private development into the City of Pharr and Hidalgo County and will serve to stabilize and enhance future property values.

Exhibit C

TIRZ REQUIREMENTS

Section 311 of the State Tax Code (Tax Increment Financing Act) specifies that TIRZ (TIF) project and financing plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the plan.

Project Plan

1. Map of existing uses and conditions	Exhibit A
2. List proposed improvements and uses	Page 16
3. Description of Zone Property	Exhibit A
4. Project Feasibility	Page 8
5. Proposed zoning changes	Page 8
6. Estimated non-project costs	Page 8
7. Relocation plan for current residents	Page 8

Financing Plan

1. Detailed estimate of project costs.	Page 16
2. Proposed public improvements	Page 16
3. Project Timeline	Page 14
4. Estimated amount of bonded indebtedness	Page N/A
5. Time when costs/obligations will be incurred	Page 16
6. Methods of financing, sources of Revenue	Page 14
7. Current total appraised value.	Page 14
8. Estimated captured appraised value	Page 17
9. Duration of Zone	Page 14

Exhibit C-4

Board Meeting Minutes

July 22, 2016

[See attached – 2 pages]

THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
SPECIAL CALLED MEETING MINUTES
COMMENCING AT 4:05 PM
FRIDAY, JULY 22, 2016

TIRZ #2 BOARD MEMBERS PRESENT:	Board Member Comm. Oscar Elizondo, Jr. Board Member Comm. Eleazar Guajardo Board Member Comm. Ricardo Medina
ABSENT:	Board Member Comm. Mario Bracamontes
STAFF PRESENT:	Juan Guerra, City Manager Edward Wylie, Assistant City Manager Hilda Pedraza, City Clerk Imelda Barrera, Assistant City Clerk Karla Moya, Finance Director Ruben Villescas, Police Chief Sergio Contreras, EDC Director Luis Bazar, Bridge Director
CITY ATTORNEY	Patricia A. Rigney, City Attorney

ITEM 1 **ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBERS OF THE GOVERNING BODY**

Chairperson Mayor Pro Tem Elizondo called the meeting to order at 4:20 pm. Roll Call established a quorum.

Juan Guerra, City Manager, briefly stated Bobby Villarreal, Hidalgo County representative, had not been appointed as TIRZ #2 Board Member by the County yet. Therefore, his absence did not need to be excused at this time.

Board Member Comm. Medina **moved** to excuse the absence of Board Member Comm. Mario Bracamontes. It was seconded by Board Member Comm. Guajardo. Motion carried unanimously.

ITEM 2 **APPROVAL OF MINUTES FOR DECEMBER 8, 2015 REGULAR CALLED MEETING**

Chairperson Mayor Pro Tem Elizondo introduced the item.

Board Member Comm. Guajardo **moved** to approve the minutes as submitted. Board Member Comm. Medina seconded and when put to a vote the motion carried unanimously.

ITEM 3 **CONSIDERATION AND ACTION, IF ANY, ACCEPTING AMENDING OF ORDINANCE NO. O-2016-15**

Chairperson Mayor Pro Tem Elizondo introduced the item.

Board Member Comm. Medina moved to approve. Board Member Comm. Guajardo seconded and when put to a vote the motion carried unanimously.

Ordinance No. O-2016-01 TIRZ II is filed with the City Clerk's Office.

ITEM 4 **CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE BOARD OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE HEREBY GIVES NOTICE THAT IT MAY MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEM(S) 2**

None.

ITEM 5 **RECONVENE** into Open Session, and consider action if necessary, on item(s) discussed in executive session.

None.

ITEM 6 **ADJOURNMENT**

There being no further business, Board Member Comm. Guajardo **moved** to adjourn. Board Member Comm. Medina seconded and when put to a vote the motion carried unanimously. Meeting adjourned at 4:21 pm.

Mayor Pro-Tem Oscar Elizondo Jr.,
Chairperson

ATTEST
Comm. Mario Bracamontes, Secretary

Exhibit C-5

Board Meeting Minutes

August 23, 2016

[See attached – 2 pages]

THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
SPECIAL CALLED MEETING MINUTES
COMMENCING AT 5:10 PM
TUESDAY, AUGUST 23, 2016

TIRZ #2 BOARD MEMBERS PRESENT:	Board Member Comm. Oscar Elizondo, Jr. Board Member Comm. Eleazar Guajardo Board Member Comm. Ricardo Medina Board Member Comm. Mario Bracamontes
ABSENT:	None
STAFF PRESENT:	Juan Guerra, City Manager Edward Wylie, Assistant City Manager Hilda Pedraza, City Clerk Bill Ueckert, City Engineer Gary Rodriguez, Events Center Dir. Karla Moya, Finance Director Anali Cantu, HR Director Lenny Perez, Fire Chief Melanie Cano, Development Services Dir Eddie De Leon, Public Utilities Assistant Dir. Roel Garza, Parks & Recreation Dir. Raul Garza, CDBG Director Sergio Contreras, EDC Director Luis Bazar, Bridge Director
CITY ATTORNEY	Patricia A. Rigney, City Attorney

ITEM 1 **ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBERS OF THE GOVERNING BODY**

Chairperson Mayor Pro Tem Elizondo called the meeting to order at 5:22 pm. Roll Call established a quorum.

ITEM 2 **APPROVAL OF MINUTES FOR JULY 22, 2016 SPECIAL CALLED MEETING**

Chairperson Mayor Pro Tem Elizondo introduced the item.

Board Member Comm. Medina **moved** to approve the minutes as submitted. Board Member Comm. Guajardo seconded and when put to a vote the motion carried unanimously.

ITEM 3 **CONSIDERATION AND ACTION, IF ANY, ACCEPTING AMENDING OF ORDINANCE NO. O-2015-57 – TIRZ II PROJECT AND FINANCING PLAN (PEDC II)**

Chairperson Mayor Pro Tem Elizondo introduced the item.

Board Member Comm. Medina **moved** to approve. Board Member Comm. Guajardo seconded and when put to a vote the motion carried unanimously.

ITEM 4 **CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE BOARD OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE HEREBY GIVES NOTICE THAT IT MAY MEET IN EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEM(S) 2-3**

None.

ITEM 5 **RECONVENE** into Open Session, and consider action if necessary, on item(s) discussed in executive session.

None.

ITEM 6 **ADJOURNMENT**

There being no further business, Board Member Comm. Guajardo **moved** to adjourn. Board Member Comm. Medina seconded and when put to a vote the motion carried unanimously. Meeting adjourned at 5:23 pm.

FOR: Mayor Pro-Tem Oscar Elizondo Jr.,
Chairperson

ATTEST_____
Comm. Mario Bracamontes, Secretary

ORDER APPROVING AN INTERLOCAL AGREEMENT BY AND AMONG CITY OF PHARR, HIDALGO COUNTY, AND TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS

WHEREAS, representatives of the **CITY OF PHARR, TEXAS** (the "***City***") have advised **HIDALGO COUNTY, TEXAS** (the "***County***"), effective November 17, 2015, the City created **REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS** (the "***Zone***") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended (the "***Act***"), and the city attorney of the City has provided to the County her legal opinion dated the date hereof regarding the formation of the Zone in accordance with the Act; and

WHEREAS, based on such representations and opinion the Commissioners Court finds that participating in the Zone is appropriate in accordance with the applicable Amended and Restated Tax Increment Reinvestment Zone Participation Policy for Hidalgo County (as such policy was amended on March 10, 2015, the "***TIRZ Policy***"), and that it is now appropriate to enter into an interlocal agreement for the purposes of establishing the City and the County's obligations with respect to the payment of tax increment revenues generated from certain ad valorem taxes levied within the Zone, as permitted by the Act, all as set forth in that certain *Interlocal Agreement* between the City and the County relating to the Zone (the "***Interlocal Agreement***"); and

WHEREAS, the Interlocal Agreement, executed on behalf of the City and the board of the Zone, has been presented to and reviewed by the staff and the Commissioners Court of the County, and the Commissioners Court of the County has determined that it is necessary and appropriate to assist with financing the project, and will be beneficial to the Zone, by approving the Interlocal Agreement to accomplish the purposes set forth therein; and

WHEREAS, based on information submitted to the County by the City and the Zone, the County has determined that pursuant to the TIRZ Policy (as currently in effect) the County will participate in the Zone at the rate and for the duration as set forth in the Interlocal Agreement;

NOW THEREFORE:

BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY TEXAS:

SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT. The Interlocal Agreement is hereby approved in the form attached hereto as Exhibit "I", and the County Judge of the County is authorized to execute, and the County Clerk of the County is authorized to attest, the Interlocal Agreement on behalf of the County and deliver same, and when executed and delivered by all of the parties thereto, the Interlocal Agreement shall become a valid and binding obligation of the County in accordance with its terms.

SECTION 2. ENFORCEABILITY OF ORDER. If any section, paragraph, clause, or provision of this Order shall be held to be invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Order. In case any obligation of the County authorized or established by this Order or the Interlocal Agreement is held to be in violation of law as applied to any person or any circumstance, such obligation shall be deemed to be the obligation of the County to the fullest extent permitted by law.

SECTION 3. INCORPORATION OF RECITALS. The Commissioners Court hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Commissioners Court hereby incorporates such recitals as a part of this Order.

SECTION 4. EFFECTIVE DATE. This Order shall become effective immediately from the date of its passage by the Commissioners Court.

PASSED, APPROVED and ADOPTED this 15th day of November, 2016.

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

EXHIBIT I TO COUNTY ORDER

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR, TEXAS, HIDALGO COUNTY, TEXAS, AND REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS, FOR REINVESTMENT ZONE NUMBER TWO, CITY OF PHARR, TEXAS

AI-57353 **Executive Office** **6. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion regarding 2017 voluntary products deductions

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 04:54 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Monica Badillo		Started On: 11/10/2016 04:45 PM
Final Approval Date: 11/10/2016		

AI-57249 **Executive Office** **6. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Linda Fong, AUDITOR'S OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Presentation by Burton McCumber & Cortez, LLP of the County's 2015 Comprehensive Annual Financial Report and Single Audit

BACKGROUND

Fiscal Impact

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/08/2016 08:51 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Monica Badillo Started On: 11/08/2016 08:33 AM

Final Approval Date: 11/10/2016

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

FW: BMC Agenda Approval of 2015 CAFR

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us> Tue, Nov 08, 2016 08:19 AM
Subject : FW: BMC Agenda Approval of 2015 CAFR
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Good morning Monica,

Please place an item on the Commissioners Court of 11/15/2016 for presentation by Burton McCumber & Cortez, LLP of the County's 2015 Comprehensive Annual Financial Report.

Thank you.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

From: Becky Luna [mailto:Becky.Morales@auditor.co.hidalgo.tx.us]
Sent: Friday, November 04, 2016 2:17 PM
To: Linda Fong
Cc: Nereyda Gonzalez
Subject: BMC Agenda Approval of 2015 CAFR

Linda,

Adel called wanted us to place an agenda item for the presentation and acceptance of the 2015 CAFR for the November 15th agenda. Let me know if that works for you and Mr. E.

Becky L.

CONFIDENTIALITY NOTICE

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

AI-57205 **Executive Office** **6. D.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Steven Cruz, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Requesting permission by Crossfit Grande Valley along with other local gyms to use the county square for the following event:
Raise Toys for Children Community Event - November 19, 2016 (9am to 12pm)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2016 04:00 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Monica Badillo Started On: 11/03/2016 03:48 PM

Final Approval Date: 11/10/2016

AI-57326 **Executive Office** **6. E.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Requesting approval of Affiliation Agreement for Internship-Preceptorship Program between Hidalgo County and South Texas Independent School District Business Education & Technology Academy (BETA)

BACKGROUND

Fiscal Impact

Attachments

2016-2017 Affiliation Agreement
Approved as to Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:01 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Julia Sullivan		Started On: 11/10/2016 09:02 AM
Final Approval Date: 11/10/2016		

Business, Education & Technology Academy

South Texas Independent School District

'2016-2017 Internship Prospectus

"Bridging Our School to the Community"

510 S. Sugar Road

Edinburg, Texas 78539

956.383.1684

www.beta.stisd.net

Leadership

Resourceful

Respectful

Skillful

SouthTX ISD
A Universe of Educational Opportunities

Integrity

Innovative

Conscientious

Self-Motivated

Knowledgeable

Self-Less Service

nashla.showery @ 09LBMAINSPC11

Contents

Letter of Introduction	Page 1
Acknowledgments	Page 2
Internship Assurances for Business Partners	Page 3
Campus Internship Student Agreement	Page 4
Internship Objectives/Operating Standards Guide	Page 5
Intern Evaluation Form	Page 6

Attachments

Affiliation Agreement for Preceptorship Program

District Liability Insurance

'2016-'2017 School Calendar

BETA '2016-'2017 Four-Year Tech Course Sequence

BUSINESS EDUCATION TECHNOLOGY ACADEMY
510 S. SUGAR ROAD • EDINBURG, TX 78539
(956) 383-1684 FAX (956) 383-8544 • www.beta.stisd.net
SOUTH TEXAS I.S.D. ▪ MAGNET SCHOOL DISTRICT

September 27, 2016

Honorable Judge Ramon Garcia
Hidalgo County Public Affairs Division
Mrs. Julia Sullivan, Director
Ms. Evana Vleck, Intern Coordinator
100 E. Cano Street ▪ 1st Floor
Edinburg, TX 78539

RE: BETA H.S. Business Interns:
Greg Mire: County Clerk's Office ▪ **Saul Ibarra**, Hidalgo County Community Service Center

Dear Honorable Judge Garcia, Mrs. Sullivan and Ms. Vleck,

At South Texas' **B**usiness **E**ducation & **T**echnology **A**cademy (BETA), we strive to provide relevant real life experiences for our Practicum students that extend beyond the classroom. The Career and Technical Education Committee (CTE), with the cooperation of exemplary local businesses, have established a magnet school program that will enforce sectors of business administration, as well as, create hands-on workforce experiences for our students.

Our goal is to place senior level business and technology students in short term career-shadowing positions which enable our highly motivated students to gain practical real world experience. It is our belief that this program will enrich the classroom experience; develop an interest for a college major and facilitate understanding of sound business and technology practices.

BETA works synergistically with an Advisory Committee which is comprised of business professionals who are committed to enriching curriculum and workforce skills. Together, we keep abreast of current trends and technological advances within the business community and reflect these trends in our academic tracks.

Our business track currently includes rigorous courses in business principles, personal finance, banking, management, office administration, business law, and accounting.

We truly appreciate the internship-placement of our students, GREG MIRE and SAUL IBARRA in the areas of each student's career interest-- within the Hidalgo County Government offices. This career-training will not only be a strong educational investment; it will build a vision for their future education and career- path interests in public administration and county health assistance.

Thank you for your consideration to partake in your mentorship for our Business Track Interns.

Sincerely,

Nora Casarez

Dr. Nora Casarez, Principal
Business Education Technology Academy

SOUTH TEXAS I.S.D. ▪ MAGNET SCHOOL DISTRICT
BUSINESS EDUCATION TECHNOLOGY ACADEMY
510 S. SUGAR ROAD • EDINBURG, TX 78539
(956) 383-1684 FAX (956) 383-8544 • www.beta.stisd.net

S.T.I.S.D. Administration

Dr. Marla Guerra, Superintendent of Schools
Mr. Jeff Hembree,MS,Deputy Superintendent
Ms. Marla Knaub,Chief Financial Officer

B.E.T.A. Administration

Dr. Nora Casarez, Principal
Mrs. Miriam Valenzuela, Assistant Principal
Ms. Lydia Gonzalez, Assistant Principal
Mr. Mario Garcia, Counselor
Mrs. Julie Ramos, Counselor
Ms. Cristina Sprawls,Counselor

Mrs. Monica Longoria, Technology Internship Coordinator
Ms. Nashla Showery~Stowe, M.Ed., MS., Business Internship Coordinator

'2016 -'2017 BETA High School
COMMUNITY PARTNERSHIPS

BOBBY GARCIA LAW FIRM
BIC REAL ESTATE INVESTMENTS
EXPRESS PRINTING OF EDINBURG
UTRGV IT TECHNOLOGY DIVISION
MARTIN'S FARM & RANCH SUPPLY
HIDALGO COUNTY CLERK'S OFFICE
CITY OF EDINBURG PUBLIC LIBRARY
DOCTORS HOSPITAL AT RENAISSANCE
UTRGV VIDEO PRODUCTION SERVICES
IT MAINTENANCE OF STPA & BETA CAMPUSES
HIDALGO COUNTY COMMUNITY SERVICE CENTER
[TEA] REGION I HUMAN RESOURCE DEPARTMENT

VOLUNTEER TRAINING
RIO GRANDE VALLEY DIABETES ASSOCIATION
EDINBURG CHAMBER OF COMMERCE
RGV HISPANIC CHAMBER OF COMMERCE
THE UNITED WAY

- Student must be a senior enrolled in ***Business Management & Administration Practicum***.
- Student will work with mentors of the interning firm to develop training skills, projects, as well as, make contributions that are of value to the internship site.
- Students will not displace regular employees, but they will intern under close supervision of an employee as designated by management or a delegated supervisor.
- Students are expected to contact supervisor via email or phone call when not able to attend on a site-day.
- Student will be trustworthy and responsible in handling proprietary and confidential information.
- Student will be transported to his/her job site on a school bus from the BETA campus. No personal transportation will be allowed.
- The job site will be designated by the Internship Coordinator & Administration based on the intern-career interest; interviews may be required by the selected sites.
- Student will receive a class grade for the internship; as well as adhere to the school dress code policy and student code of conduct. Students are REQUIRED to dress in uniformed business-casual attire.
- Student will be evaluated at the job site every 3-6 week grading periods. . A system of evaluation will be established to assess students' performance and improvement recommendations.
- Paid internships will NOT be allowed.
- The use of cell phones at the intern site is strictly prohibited. Site mentors are encouraged to discuss any type of personal cell phone use by the student when on a site assignment. This is not acceptable according to the guidelines of the Internship program. The use of cell phones on sites affects the interns' evaluation grade and places risks for the keeping a location.
- If a student is not meeting the required standard; a meeting will be called between the student, mentor and BETA teacher-coordinator. This is to reach an understanding for all. The results may call for establishing a re-learning growth plan / or / if agreed upon by the mentor and coordinator; the intern's student agreement will be cancelled and the intern will be re-assigned to an on-campus site on the BETA Campus.

βETA H.S. Business Internship Student Agreement

- Student must be a senior. Students must abide by the uniform dress code
- Student must be highly motivated and focused on career and educational goals.
- Internship hours may not be used for volunteer hours. Paid internships will not be allowed.
- Students are required to be on-time in the classroom @8:25 to board the bus. If an absence is to occur; students are required to email their supervisor and cc their Instructor.
- All absences require an EXCUSE to be presented to the Attendance Campus Clerk to receive an EXCUSED ABSENCE.
- Student will work with mentors of the interning firm to develop projects and make contributions that are of value to the interning firm. All assignments are considered as training development.
- Students will not displace regular employees, but they will intern under close supervision of an employee as designated by management.
- Student will be trustworthy and responsible in handling proprietary and confidential information.
- Student will be transported to his/her job site on a school bus from the BETA campus. No personal transportation will be allowed. Students must report to class each site-day at 8:20 a.m.
- The job site will be designated by the school; interviews will be required by the interning firm.
- Student will receive a 2-credit class grade for the internship. (1) Academic (1) Internship
  Academic assignments are due at the time stated by instructor: After school tutorials are required.

  Student will be evaluated once a month. A system of evaluation will be established to assess students' performance. Academic grades are averaged with final grade submissions.
- Student must adhere to the student code of conduct. Student will be required to dress in business casual attire if their Internship Uniform will not be worn due to unexpected circumstances.
- **The use of cell phones at the site is strictly prohibited. If reported by mentor, withdrawal may occur.**
- Upon the request of the business, a student who does not meet the required standards will be removed from their site assignment. A Growth Plan will be discussed with the coordinator & mentor if possible.
- Students involved in other school extra- curricular activities during **Enrichment:** must abide by the set bus schedule. NO EXCEPTIONS will be made for early pick-up to make a time-deadline on campus. Students, parents c/o of students that make verbal or written requests for such action will not qualify for the Practicum and be requested to —withdraw from the Internship Program.

Gregory Mire /10/27 Date /2016
Student Signature

Mashla Shoreystaw, M.Ed., M.S.
Teacher Signature

Class Assignments	35%
Participation/Uniform/	35%
Exc. Absences/On Time	30%
Semester Exam	100%
100%	

_____/_____ Date
Parent Signature (on file)

_____/_____ Date
Administrator Signature (on file)

COPY

βETA H.S. Business Internship Student Agreement

- Student must be a senior. Students must abide by the uniform dress code
- Student must be highly motivated and focused on career and educational goals.
- Internship hours may not be used for volunteer hours. Paid internships will not be allowed.
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- Students will not displace regular employees, but they will intern under close supervision of an employee as designated by management.
- Student will be trustworthy and responsible in handling proprietary and confidential information.
- Student will be transported to his/her job site on a school bus from the BETA campus. No personal transportation will be allowed. Students must report to class each site-day at 8:20 a.m.
- The job site will be designated by the school; interviews will be required by the interning firm.
- Student will receive a 2-credit class grade for the internship. (1) Academic (1) Internship
  Academic assignments are due at the time stated by instructor: After school tutorials are required.

  Student will be evaluated once a month. A system of evaluation will be established to assess students' performance. Academic grades are averaged with final grade submissions.
- Student must adhere to the student code of conduct. Student will be required to dress in business casual attire if their Internship Uniform will not be worn due to unexpected circumstances.
- **The use of cell phones at the site is strictly prohibited. If reported by mentor, withdrawal may occur.**
- Upon the request of the business, a student who does not meet the required standards will be removed from their site assignment. A Growth Plan will be discussed with the coordinator & mentor if possible.
- Students involved in other school extra- curricular activities during **Enrichment:** must abide by the set bus schedule. NO EXCEPTIONS will be made for early pick-up to make a time-deadline on campus. Students, parents c/o of students that make verbal or written requests for such action will not qualify for the Practicum and be requested to —withdraw from the Internship Program.

Saul Abarrea Date 10/27/2016
Student Signature

_____/_____ Date
Parent Signature (on file)

Nasha Shoniqstae, M.Ed. MS.
Teacher Signature

Class Assignments	35%
Participation/Uniform/	35%
Exc. Absences/On Time	30%
Semester Exam	100%
100%	

_____/_____ Date
Administrator Signature (on file)

COPY

SOUTH TEXAS I.S.D. ▪ A MAGNET SCHOOL DISTRICT
BUSINESS EDUCATION TECHNOLOGY ACADEMY [BETA]
510 S. SUGAR ROAD • EDINBURG, TX 78539
(956) 383-1684 · FAX (956) 383-8544 · www.beta.stisd.net

Internship Objectives

- The student will learn to communicate effectively with professionals in the Business and Technological work environment.
- The student will be exposed to the business culture and dynamics within a professional organization.
- The student will gain practical real world experience in a professional job environment.
- The student will establish long-term professional relationships through networking.
- The student will incorporate their professional experience in college application essays.

Business & Technology Internship Operating Standards Guide

During the internship process we hope that our students will be exposed to the components that make a success in both business and technology standards. Below, we offer a guide to help you structure our students' experience. This is only a guide and together we can customize the standards to your type of business.

1. Professionalism/Ethics	• Professional Dress • Trustworthiness • Honesty • Being Pro-Active • Exhibit Diplomacy in Conflict
2. Communication	• Attending Staff Meetings • Active Listening • Trouble Shooting • Laws, Rules and Regulations specific to Technology • Professional Cooperation in verbal mannerisms.
3. Time Management	• Absences and Tardiness • Project Deadlines • Timeliness and Procrastination • Organization
4. Project Design and Completion	• Client Interviews • Project Planning • Review and Redesign Process • Project Completion/ Launch

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Business, Education & Technology Academy – Internship Evaluation

Student Name: _____ Business Name: _____

Business Sponsor (person): _____

Number of Hours Served: _____ _____other (specify number of hours)

Brief Description of Intern's Experiences: _____

_____

This evaluation contributes to the academic credit for this Internship.
Please, discuss this evaluation with the student - intern
before returning it to the student's Career Internship Coordinator.

Please evaluate an overall performance of the assigned Intern.

Personal Qualities	Exceptional	Meets Expectations	Satisfactory	Needs Improvement
1. Dependable and responsible for --completing tasks.				
2. Exercises good judgment in independent situations.				
3. Is friendly and respects others				
4. Is conscientious in fulfilling Assignments.				
5. Follows directions on a timely basis.				
6. Presents neat and accurate work. .				
7. Asks appropriate questions in a professional manner.				
8. Is cooperative and industrious --in completing tasks.(productive)				
9. Is courteous to all Office Personnel.				
10. Is Pro-Active by asking questions If a directive is not understood.				
11. Shows initiative				

Circle one	10 9.5 9	8 8.5 7	6 5 4	3 2 1

Comments: _____

_____

Business/IT /Sponsor's Signature: _____ Date: _____

Telephone Number: _____ E-mail: _____

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AFFILIATION AGREEMENT FOR INTERNSHIP- PRECEPTORSHIP PROGRAM

The BETA campus of South Texas ISD's all Magnet School District presents this contract –of- agreement for the training of un-paid Senior Interns in the Business and Technology tracks. This program presents a great benefit to site-locations of the lower Rio Grande Valley with prepared students interested in careers of Business and Technology.

The intent of on-site learning experiences is to provide students opportunities that will contribute growth to their desired careers and higher learning; as well as, to aid in making wise career choices for their future.

This agreement is between South Texas · Business Education Technology Academy; hereinafter, referred to as BETA High School and your organization **COUNTY OF HIDALGO, TEXAS** hereinafter, referred to as the Affiliate.

This agreement will become effective immediately upon execution by the parties. This agreement may be cancelled at any time upon the written request of either party. This agreement is to be evaluated and reviewed annually by both parties, and revisions will be made, as they are deemed necessary.

1. **Joint Responsibilities**
   a. Both parties will cooperate to provide students with a proper learning opportunity.
   b. Both parties will agree on the number of students receiving preceptorship at the Affiliate with consideration given to the number of preceptorship sites available.
2. **Responsibilities of BETA**
   a. Instructors and students of BETA will abide by the policies of the Affiliate while using its facilities.
   b. BETA shall continually instruct and emphasize to the instructors and students, the importance of respecting the confidential nature of all information which may come to them with respect to the Affiliate members and records with which they work.
   c. BETA instructors and students shall sign the affiliate's Internship Agreement and Waiver of Liability, fully incorporated by reference here and attached as Exhibit "A", in addition to providing evidence of liability insurance for BETA instructors and students on a yearly basis.
   d. BETA shall evaluate and counsel students with regards to performance.
   e. BETA shall assume responsibility for administrative functions related to students, attendance, and evaluation sheets.
   f. BETA instructors and students will be subject to all rules and regulations pertaining regular employees of the Affiliate.

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STISD MAGNET SCHOOL DISTRICT

3. **Responsibilities of the Affiliate**
   a. The Affiliate will permit said student/s to observe and/or assist in department routines and procedures under direct supervision of licensed or qualified employees of the facility.
   b. The Affiliate agrees to assist the program by providing through its supervisory personnel, assistance with attendance and evaluation sheets, at intervals to be agreed upon.
   c. The Affiliate will inform its professional staff of its participation in the various preceptorship sites.
   d. The Affiliate will orient BETA faculty to their facilities and policies.
   e. The Affiliate reserves the right in its absolute and sole discretion to refuse its facilities and services to any instructor or student who does not meet the professional standards proposed by the Affiliate.
   f. This program agreement is subject to all terms and conditions of the Hidalgo County Internship Policy, fully incorporated by reference here and attached as Exhibit "A", and this Affiliation Agreement. In the event of a conflict, the Hidalgo County Internship Policy shall supersede this agreement.

Marla M Guerra

Dr. Marla Guerra, Superintendent

Date: 10-3-16

Nora Casarez

Dr. Nora Casarez, BETA H.S. Principal

Date: 9-30-16

*It is the policy of South Texas Independent School District to comply with nondiscrimination provisions and regulations of all federal and state laws by assuring that no person be denied any benefits of participation in any programs or activities which it operates on the ground of race, religion, color, national origin, sex, handicap, or age.

THE COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

_____
Julia Sullivan, Director
Office of Hidalgo County Public Affairs

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

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

By: _____
Josephine Ramirez Solis
Assistant District Attorney

Hidalgo County Internship Policy

The participating office/department will be responsible for orienting students to the organization. Orientation should include:

- A clear list of expectations, job duties and goals;
- Departmental-specific policies and procedures;
- A list of the resources available to the student intern (i.e., a workstation that has been set up for the student-intern, supplies and items needed by the intern); and
- Any other relevant information for the intern to be successful in the performance of their job duties.

STANDARDS OF CONDUCT

All interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive manners and confidential information. Students must maintain professional attire, hygiene and grooming in a professional business-like manner that is appropriate to the field of placement and which reflects positively on the County.

If any policy or standard of conduct is violated by the intern during the internship period, the intern will be terminated at the discretion of the County.

EVALUATION

All interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their position. Participating offices/departments should provide interns with a formal written evaluation at the end of the internship. If applicable, participating offices/departments will be responsible for abiding by the requirements of the education institution as per the agreement.

TERMINATION/COMPLETION

All interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the County. Upon completion of the internship period, inters are not automatically entitled to a paid position within the County

Print Form

Hidalgo County Internship Policy

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Saul Ibarra Saul Ibarra, agree to participate in an internship with The County of Hidalgo, Texas in either a paid or unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at STISD: BETA H.S. Business, Education & Technology Academy

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy, Personnel Policy Manual and/or Civil Service Commission Rules. I understand that I may or may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in this internship is at-will and that I may be terminated at any time at the discretion of the County.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Saul Ibarra
Signature

10-27-16
Date

Print Form

Hidalgo County Internship Policy

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Gregory Mire Gregory Mire, agree to participate in an internship with The County of Hidalgo, Texas in either a paid or unpaid capacity, as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at STISD: BETA H.S. Business, Education & Technology academy

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy, Personnel Policy Manual and/or Civil Service Commission Rules. I understand that I may or may not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement in this internship is at-will and that I may be terminated at any time at the discretion of the County.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Gregory Mire
Signature

10/27/16
Date

SOUT-60 OP ID: DA

CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III	CONTACT NAME: R. Raul Cabaza, III PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS:
INSURED South Texas Ind School Distric 100 Med High Drive Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Starr Indemnity & Liability INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Student Accident			**BAP272369**	**09/01/2016**	**09/01/2017**	**Aggregate**	**250,000**

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

Off Campus Intership
Flag Football

CERTIFICATE HOLDER

South Texas ISD
100 Med High Dr
Mercedes, TX 78570

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

Cynthia Cabaza

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SOUTH TEXAS ISD 2016-2017 CALENDAR

A Days

July 2016

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2016

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2016

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2016

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Holidays

September 5	Labor Day
October 10	Columbus Day
November 21-25	Thanksgiving
December 19-30	Christmas
February 20	President's Day
March 13-17	Spring Break
April 14,17	Easter Break

Weather Make-Up Days (2)
If Needed; Feb 20, April 17

Enrichment Days
Oct 21, Nov 18, Jan 27, Feb 24
Campus May Change Dates

STAAR, AP, & IB Student Assessment Days

Exam Tutorial Days
Dec 1, 2; May 25, 26
Campus May Change Dates

First Day of Instruction August 22

Last Day of Instruction June 1

Grade Reporting Periods End

October 14	March 10
December 16	June 1

Exam Release Days
December 13, 14, 15, 16
May 29, 30, 31, June 1

Monthly Payday

July 25	Nov. 22	Mar. 24
Aug. 25	Dec. 16	Apr. 25
Sep. 23	Jan. 25	May 25
Oct. 25	Feb. 24	June 22

Staff Development (4)
August 15, 16, 17, 18

Teacher Work Days (5)
Aug 19, Jan 2, June 2, and
Two Flex Teacher Work Days

New Teacher Induction (2)
August 11-12

Credit by Exam Test Dates
Aug. 9-11; Nov. 15-17; Feb. 21-23; June 6-8

226 Non-Contract Days
July 1-8, 2016 and June 26-30, 2017
One Flex 226 Work Day

Instructional Design Days
(no school for students) Jan 16, 17

January 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2017

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2017

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

South Texas ISD Board approved on April 26, 2016. Instructional time for the 2016-2017 STISD school year is 79,200 minutes. The state requirement is for 75,600 minutes of instruction.

SouthTX ISD
A Universe of Educational Opportunities

Business, Education & Technology Academy

South Texas Business Education and Technology Academy (BETA)

Four-Year Course Sequence 2016 - 2017

9th Grade	10th Grade	11th Grade	12th Grade
For 1 credit: English I Pre- AP English I SOL	For 1 credit: English II Pre-AP English II SOL	For 1 credit: English III AP	For 1 credit: English IV AP
For 1 credit: Algebra I Pre-AP Geometry Pre-AP Algebra II Pre-AP	For 1 credit: Geometry Pre-AP Algebra II Pre-AP Pre-Calculus Pre-AP	For 1 credit: Algebra II Pre-AP Pre-Calculus Pre-AP Calculus I, II AP Statistics AP	For 1 credit: Pre-Calculus PAP Calculus I, II AP Statistics AP Statistic & Risk Mgmt.
For 1 credit: Biology Pre-AP Chemistry Pre-AP Integrated Physics & Chemistry (IPC)	For 1 credit: Chemistry Pre-AP Physics Pre-AP	For 1 credit: Physics Pre-AP Chemistry II AP Biology II AP Physics II AP	For 1 credit: Biology II AP Chemistry II AP Physics II AP
For 1 credit: World Geography Pre-AP	For 1 credit: World History Pre-AP World History AP	For 1 credit: U.S. History AP	For 1 credit: Government AP (½ credit) & Economics AP (½ credit)
For 1 credit: Spanish I Pre-AP Spanish II Pre-AP Spanish III – AP/D	For 1 credit: Spanish II, Spanish III, Spanish III AP Language	For 1 credit: Spanish III Spanish III AP Language	For 1 credit: Spanish III Spanish III AP Language Spanish IV AP Literature
For 1 credit: Fine Arts (art, theater, music) Mariachi	For 1 credit: Research/Technical Writing (½ credit) Aerobic Activity (½ to 1credit)	For 1 credit: SAT/ACT (½ credit) Team Sports (½ credit)	For 1 credit: Cross Track Elective Choice
Business Principles of Business (1 credit) and Money Matters (1 credit) **Education** Principles of Education & Training (1 credit) and Principles of Human Services (1 credit) **Technology** Introduction to Engineering (1 credit) and Principles of Information Technology (1 credit)	**Business** Banking and Finance (1/2 credit) Virtual Business (1/2 credit) Business Information Management (1 credit) **Education** Business Information Management (1 credit) Human Growth and Dev. (1 credit) **Technology** Computer Science Pre-AP (1 credit) Digital and Interactive Media (1 credit) Civil Engineering and Architecture (PLTW)	**Business** Accounting 1 (1 credit) Business Mgmt. (1 credit) **Education** Instructional Practice in Ed & Training (2 credit) Child Development (1 credit) Family /Community Services (1 credit) **Technology** Computer Science AP (1 credit) Computer Maintenance (2 credits) Web Technologies (1 credit) Robotics & Animation (1 credit) Web Design (1 credit)	**Business** Practicum in Bus Mgmt. (2 credits) Accounting 2 (1 credit) Business Law (1 credit) **Education** Practicum in Education (2 credits) Nutrition & Lifetime Wellness (1 credit) Child Development (1 credit) Child Guidance (2 credits) **Technology** Computer Science 3 (1 credit) Computer Science for Engineers (PLTW) Research in IT Solutions or IT Practicum (2 -3 credits) Animation 1 (2 credits) Web Design (1 credit) Robotics & Automation- Part 2 (1 credit)
STISD Requirements: English, Math, Science, and Social Studies classes are required each of the four years. (Ex. Algebra 1 taken in junior high will require advance Math, such as Pre-Calculus, Calculus, Statistics, etc. in the 4th year). **Campus Information:** Once all course requirements and offerings are met, students will be allowed to choose from other track courses, or other electives, or independent study courses.	**Graduation Plans:** Graduation plans will be incumbent on new endorsements set forth by House Bill 5 and state exams, such as STAAR-EOCs. **All 5 Endorsements offered at BETA:** STEM (Science, Technology, Engineering, & Math), Business & Industry, Arts & Humanities, Public Services, and Multi-Disciplinary Studies.	**Other CTE Electives:** Journalism – (1 credit) Jour. News 1, 2, or 3 (1 credit) Jour. Yr. Bk. 1, 2 or 3 (1 credit) Photojournalism (1 credit) Touch System Data Entry (½ credit) E-Commerce (1 credit) Revenue Taxation & Regulation (½ -1 credit) Human Res Mgmt. (½ -1 credit) Securities & Investment (½ -1 credit) Financial Analysis (1 credit) Principles of Arts, A/V Technology & Communication (1 credit) Education Law (½ - 1 credit) Principles of Engineering (PLTW) Animation	**Other Electives:** Sociology/Psychology (½ credit) Reading 1 or 2 (1 credit) Math Models (1 credit) Research/Tech Writing (½ credit) Mandarin Chinese I, II, or III (1 credit) Humanities (1 credit) Individual Sports /Health (½ credit) Creative Technical Writing (1 credit) Dollars & Sense (½ -1 credit) Communication App American Sign Language

510 S. Sugar Rd
Edinburg, TX 78539

PHONE: (956) 383-1684
FAX: (956) 383-8544

www.stisd.net
beta.stisd.net

Re: Revised affiliation agreement for Beta interns for your review

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Nov 02, 2016 10:00 AM

Subject : Re: Revised affiliation agreement for Beta interns for your review

To : Julia Sullivan <julia.sullivan@co.hidalgo.tx.us>

Cc : mary.cheaney <mary.cheaney@da.co.hidalgo.tx.us>, jane lopez <jane.lopez@co.hidalgo.tx.us>

Hi Julia,

I've reviewed the attached agreement and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

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

****

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****

On Tue, Nov 1, 2016 at 5:44 PM, Julia Sullivan <julia.sullivan@co.hidalgo.tx.us> wrote:

> Hi, Josie
> We received the revised and signed affiliation agreement and packet from South Texas ISD for the Beta Interns.
> Please let me know if it is okay to proceed with placing it on the agenda for the Nov. 15 Commissioners Court.
> Thank you,
> Julia
>
> Julia Benitez Sullivan
> Public Affairs Director
> (956) 292-7026
>
> **The County of Hidalgo, Texas**
> *Public Affairs Division*
> 100 E. Cano Rd, First Floor
> Edinburg, TX 78539

AI-57309 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281): Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to reallocate funds within the DVSP categorical budget to replace equipment. This will reallocate funds but will not increase or decrease the amount of grant.
Approval to accept grant AI#56909 10/25/2016.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 6-1281-412-00-080-018-6-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/09/2016.

Grant Fiscal Year: 2016
County Calendar Year: 2016

Program Fund: WF-Violence Against Women Formula Grants

Attachments

Original Budget
Adjusted Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 04:20 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Ramiro Sendejo		Started On: 11/09/2016 04:04 PM
Final Approval Date: 11/10/2016		

ORIGINAL BUDGET

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
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	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and referrals to counseling. Base Salary: $34,624.92 + Fringe Benefits $13,108.50 = $47,733.42 Fringe Benfits Breakdown= Health Insurance $6399.78, Life Inusurance $39.95 ,FICA $2,648.81, Retirement $3,770.66, Unemployment $207.75 , Workers Comp $41.55 (M.R.)	$31,026.72	$16,706.70	$0.00	$0.00	$47,733.42	100
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $30,560.38 + Fringe	$27,875.93	$15,010.11	$0.00	$0.00	$42,886.04	100

		Benefits $12,325.66 = $42,866.04 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $2,337.87, Retirement $3,328.03 Unemployment $183.36 , Workers Comp $36.67 (New Hire)						
Personnel	Prosecutor	Exsisting Position- The Speciality Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of plice training sessions and oversight of the the Domestic Violence Unit. The Speciality Prosecutor and the Victim Advocate will interact with community based victim service organizations, the local domestic violence shelter, and local law enforcemnt agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family VIolence Task Force. Base Salary: $66,626.74 + Fringe Benefits $19,272.04 = $85,898.78 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $5,096.95, Retirement $7,255.65, Unemployment $399.76 , Workers Comp $79.95 (T.V.)	$55,834.21	$30,064.57	$0.00	$0.00	$85,898.78	100

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

Budget Adjustment

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Pending Grantee Certification

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and referrals to counseling. Base Salary: $34,624.92 + Fringe Benefits $13,108.50 = $47,733.42 Fringe Benfits Breakdown= Health Insurance $6399.78, Life Inusurance $39.95 ,FICA $2,648.81, Retirement $3,770.66, Unemployment $207.75 , Workers Comp $41.55 (M.R.)	$31,026.72	$16,706.70	$0.00	$0.00	$47,733.42	100
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data	$25,275.93	$13,610.11	$0.00	$0.00	$38,886.04	100

		in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $30,560.38 + Fringe Benefits $12,325.66 = $42,866.04 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $2,337.87, Retirement $3,328.03 Unemployment $183.36 , Workers Comp $36.67 (New Hire)						
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three new phones	$780.00	$420.00	$0.00	$0.00	$1,200.00	0
Equipment	Desktop System and Accessories	Computer, Monitor, and Printer for new asistant.	$845.00	$455.00	$0.00	$0.00	$1,300.00	1
Equipment	Photographic Equipment and Accessories (Valued $1,000 or over)	Camera to document victim's injuries.	$650.00	$350.00	$0.00	$0.00	$1,000.00	1
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories (Valued $1,000 or over)	Scanner for new employee.	$325.00	$175.00	$0.00	$0.00	$500.00	1
Personnel	Prosecutor	Exsisting Position- The Speciality Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of plice training sessions and oversight of the the Domestic Violence Unit. The Speciality Prosecutor and the Victim Advocate will interact with community based	$55,834.21	$30,064.57	$0.00	$0.00	$85,898.78	100

		victim service organizations, the local domestic violence shelter, and local law enforcemnt agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family VIolence Task Force. Base Salary: $66,626.74 + Fringe Benefits $19,272.04 = $85,898.78 Fringe Benfits Breakdown= Health Insurance $6,399.78, Life Inusurance $39.95 ,FICA $5,096.95, Retirement $7,255.65, Unemployment $399.76 , Workers Comp $79.95 (T.V.)						

114,736.86 61,781.38 176,518.24

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

AI-57236 **District Attorney** **7. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Obdett Calzada, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA - US Department of Justice Funds (1256):
Appropriation of funds in the amount of $15,000.00 to fund the purchase of equipment for law enforcement personnel.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/09/16.
Appropriation of funds from the unassigned fund balance 6-1256-258-00-000-000-0-000.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/07/2016 11:37 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Obdett Calzada		Started On: 11/07/2016 11:06 AM
Final Approval Date: 11/10/2016		

DATE: November 7, 2016

2016
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office - USDJ

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1256-412-00-080-014-0-660	DA - USDJ	FURN & EQUIP CNTRLD	3,000.00
6-1256-412-00-080-014-0-751	DA - USDJ	MACHINERY & EQUIPMENT	15,000.00
		TOTAL BUDGET INCREASE (DECREASE)	18,000.00

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-57246 **District Attorney** **7. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Hidalgo County DA's Office - Victim Assistance Program (VAP) Grant (1281):
Approval to submit a VAP Grant #2924301 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to reallocate funds within the VAP categorical budget to replace equipment. This will reallocate funds but will not increase or decrease the amount of grant.
Approval to accept grant AI#51339 9/29/2015.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 6-1281-412-00-080-017-5-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/07/2016.

Grant Fiscal Year: 2015
County Calendar Year: 2016

Program Fund: VA-Victims of Crime Act Formula Grant Program - OOG

Attachments

Original Budget
Adjusted Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/07/2016 04:45 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Ramiro Sendejo		Started On: 11/07/2016 04:09 PM
Final Approval Date: 11/10/2016		

Print This Page

Agency Name: Hidalgo County
Grant/App: 2924301 **Start Date:** 9/1/2015 **End Date:** 9/30/2017

Project Title: Hidalgo County DA's Office-Victim Assistance Program
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	Advocate	Advocate I- prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state; may provide immediate crisis intervention counseling or refer to mental health specialist as needed. Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 11/30/15, EMPLOYEE'S INITIALS:B.F.	$70,452.87	$17,613.22	$0.00	$0.00	$88,066.09	100
Personnel	Advocate	Family Advocate 2 - prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site and/or off-site	$70,452.87	$17,613.22	$0.00	$0.00	$88,066.09	100

		services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state of child (and family) and if child (or family) is assessed to be in emotional crisis may provide immediate crisis intervention counseling or refer to mental health specialist. Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 12/14/15, EMPLOYEE'S INITIALS:A.Q.						
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance $37.56, FICA $3,962.70, Retirement $5,506.34,	$117,088.58	$29,272.15	$0.00	$0.00	$146,360.73	100

		Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 12/14/15, EMPLOYEE'S INITIALS:C.B.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies -- paper, postage, post it, pens, paper clips, calculator.	$6,481.72	$1,620.44	$0.00	$0.00	$8,102.16	0

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Agency Name: Hidalgo County
Grant/App: 2924301 **Start Date:** 9/1/2015 **End Date:** 9/30/2017

Project Title: Hidalgo County DA's Office-Victim Assistance Program
Status: Pending Grantee Certification

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Advocate I- prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state; may provide immediate crisis intervention counseling or refer to mental health specialist as needed. Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 11/30/15, EMPLOYEE'S INITIALS:B.F.	$67,972.87	$16,993.22	$0.00	$0.00	$84,966.09	100
Personnel	Advocate	Family Advocate 2 - prepares victims for interview; provides assessment. of victim and family needs and makes appropriate referrals for on-site and/or	$67,972.87	$16,993.22	$0.00	$0.00	$84,966.09	100

		off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state of child (and family) and if child (or family) is assessed to be in emotional crisis may provide immediate crisis intervention counseling or refer to mental health specialist. . Base Salary: $33,260 + Fringe Benefits $12,281.63 = $45,541.63. Fringe Benfits Breakdown= Health Insurance $5928, Life Inusurance $37.56 ,FICA $2,544.39, Retirement $3,535.54, Unemployment $199.56 , Workers Comp $36.99= $12,281.63; POSITION START DATE: 12/14/15, EMPLOYEE'S INITIALS:A.Q.						
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $51,800 + Fringe Benefits $15,802.38= $67,602.38 Fringe Benefits Breakdown= Health Insurance $5,928, Life Insurance	$117,088.58	$29,272.15	$0.00	$0.00	$146,360.73	100

		$37.56, FICA $3,962.70, Retirement $5,506.34, Unemployment $310.80, Workers Comp $ 56.98= $15,802.38; POSITION START DATE: 12/14/15, EMPLOYEE'S INITIALS:C.B.						
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Three new phones.	$960.00	$240.00	$0.00	$0.00	$1,200.00	0
Equipment	Desktop System and Accessories	Three Computers, Three Monitors, and Three Printers	$2,800.00	$700.00	$0.00	$0.00	$3,500.00	3
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies -- paper, postage, post it, pens, paper clips, calculator.	$6,481.72	$1,620.44	$0.00	$0.00	$8,102.16	0
Equipment	Photographic Equipment and Accessories (Valued $1,000 or over)	Three Scanners	$1,200.00	$300.00	$0.00	$0.00	$1,500.00	3

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

AI-57183 **District Attorney** **7. D.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Border Prosecution Unit (BPU) Grant (1281):
Approval to submit a BPU Grant #2537806 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to reallocate funds within the BPU categorical budget to replace malfunctioning equipment. This will reallocate funds but will not increase or decrease the amount of grant. Approval to accept grant AI#56701 10/04/16.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 6-1281-412-00-080-012-7-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/2/2016.

Grant Fiscal Year: 2017
County Calendar Year: 2016

Attachments

Original Budget
Budget Adjustment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2016 09:21 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Ramiro Sendejo		Started On: 11/02/2016 01:47 PM
Final Approval Date: 11/10/2016		

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Agency Name: Hidalgo County
Grant/App: 2537806 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Region 3-Border Prosecution Unit
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/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell Phone service for three Assistant District Attorneys assigned to the BPU and two data cards; one for attorney assigned to TAG Unit/DPS and one assigned to Region 3 Counsel.	$5,012.00	$0.00	$0.00	$0.00	$5,012.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two prosecutors and Criminal District Attorney when required to travel to attend seminars/training for BPU. These employees are not assigned a County vehicle nor a fuel card, therefore they would travel using their personal vehicles.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours and BPU meetings/trainings. Also travel will include assisting District Attorneys with case preparations, prosecutions and technical support within Region 3 and throughout Texas. Travel would include meals or air fare, hotel, hotel parking.	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training-Region 3 Regional Counsel and/or Assistant District Attorneys will hold training sessions and seminars for law enforcement throughout all regions and Texas; will include seminar registration	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

		and/or joint training with state and local law enforcement agencies.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies - paper, pens, pads, folders, paper clips, post-its, etc...	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Prosecutor	Assistant District Attorney IV/BPU Region 3 Counsel-Prosecutor assigned to assist law enforcement agencies and District Attorney's Offices within Region 3 and throughout Texas, with case preparation, sharing of information on trends on different type of cases, conducting trainings for law enforcement officers and coordinating with agencies in and out of the region. Amount includes salary ($86,587.75) and fringes (longevity $5,000.00, health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, worker's comp. $95.25) for a total of $114,167.80.	$114,167.76	$0.00	$0.00	$0.00	$114,167.76	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to provide legal resources and support to the Department of Public Safety-TAG (Texas Anti-Gang); also, prosecutor provides preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (longevity $2,400.00, health insurance $6160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $181.83) for a total of $111,654.34.	$111,654.34	$0.00	$0.00	$0.00	$111,654.34	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to assist law enforcement agencies in Hidalgo County with case	$109,167.76	$0.00	$0.00	$0.00	$109,167.76	100

		preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $95.25) for a total of $109,167.76.						
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	A vehicle (high mileage) has been assigned 100% of the time to the Region 3 Prosecutor. Region 3 consist of 10 different counties and he will be making visits to the different law enforcement agencies and District Attorney Offices within the region and throughout Texas. He will also use vehicle to drive to the BPU directors in different areas of Texas. Monies would cover fuel, vehicle yearly state inspection, maintenance expenses, lubrication, tires and any other repairs needed.	$13,998.14	$0.00	$0.00	$0.00	$13,998.14	0

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Agency Name: Hidalgo County
Grant/App: 2537806 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Region 3-Border Prosecution Unit
Status: Pending Grantee Certification

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell Phone service for three Assistant District Attorneys assigned to the BPU and two data cards; one for attorney assigned to TAG Unit/DPS and one assigned to Region 3 Counsel.	$5,012.00	$0.00	$0.00	$0.00	$5,012.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	To replace two (2) phone systems, and purchase one (1) new one that was not purchase last fiscal year due to licensing issues.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for two prosecutors and Criminal District Attorney when required to travel to attend seminars/training for BPU. These employees are not assigned a County vehicle nor a fuel card, therefore they would travel using their personal vehicles.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours and BPU meetings/trainings. Also travel will include assisting District Attorneys with case preparations, prosecutions and technical support within Region 3 and throughout Texas. Travel would include meals or air fare, hotel, hotel parking.	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0
Travel and Training	In-State Registration	Training-Region 3 Regional Counsel	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

	Fees, Training, and/or Travel	and/or Assistant District Attorneys will hold training sessions and seminars for law enforcement throughout all regions and Texas; will include seminar registration and/or joint training with state and local law enforcement agencies.						
Equipment	Laptop System and Accessories	Mobile Printer	$250.00	$0.00	$0.00	$0.00	$250.00	1
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies - paper, pens, pads, folders, paper clips, post-its, etc...	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
Personnel	Prosecutor	Assistant District Attorney IV/BPU Region 3 Counsel-Prosecutor assigned to assist law enforcement agencies and District Attorney's Offices within Region 3 and throughout Texas, with case preparation, sharing of information on trends on different type of cases, conducting trainings for law enforcement officers and coordinating with agencies in and out of the region. Amount includes salary ($86,587.75) and fringes (longevity $5,000.00, health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, worker's comp. $95.25) for a total of $114,167.80.	$114,167.76	$0.00	$0.00	$0.00	$114,167.76	100
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to provide legal resources and support to the Department of Public Safety-TAG (Texas Anti-Gang); also, prosecutor provides preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (longevity $2,400.00, health insurance $6160.09, life insurance $37.51, FICA $6,623.96,	$111,654.34	$0.00	$0.00	$0.00	$111,654.34	100

		retirement $9,143.67, unemployment comp. $519.53, workers comp. $181.83) for a total of $111,654.34.						
Personnel	Prosecutor	Assistant District Attorney III - Prosecutor assigned to assist law enforcement agencies in Hidalgo County with case preparation and prosecution of criminal cases. Amount includes salary ($86,587.75) and fringes (health insurance $6,160.09, life insurance $37.51, FICA $6,623.96, retirement $9,143.67, unemployment comp. $519.53, workers comp. $95.25) for a total of $109,167.76.	$109,167.76	$0.00	$0.00	$0.00	$109,167.76	100
Supplies and Direct Operating Expenses	Vehicle Operating Cost (e.g., fuel, lubricants, maintenance, storage)	A vehicle (high mileage) has been assigned 100% of the time to the Region 3 Prosecutor. Region 3 consist of 10 different counties and he will be making visits to the different law enforcement agencies and District Attorney Offices within the region and throughout Texas. He will also use vehicle to drive to the BPU directors in different areas of Texas. Monies would cover fuel, vehicle yearly state inspection, maintenance expenses, lubrication, tires and any other repairs needed.	$12,548.14	$0.00	$0.00	$0.00	$12,548.14	0

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

AI-57316 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 11/15/2016

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

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1 - TTBH (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.
5. Approval of the following personnel action, effective 12/01/16:

Action	Dept/ Program	Slot #	Proposed Position Title	Proposed Budgeted Salary
Create	291-013	0001	Deputy Constable Step I	$44,577.00

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Appropriation in the amount of $73,703.00.
Participating law enforcement agency monthly expenses for the Mental Health Officer Program (MHOP) participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary, allowances and fringe benefits approved by TTBH for each officer assigned to the Mental Health Officer Program. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1285-421-00-291-013-7-XXX

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

BUDGETARY IMPACT:

Funds available upon certification of revenues.

Attachments

TTBH Approval
Fiscal Note
appropriation
ICA
legal
PAR
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:01 AM
Human Resources	Diana Munoz	11/10/2016 11:55 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Joe Espinoza		Started On: 11/09/2016 05:06 PM
Final Approval Date: 11/10/2016		

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

RE: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

From : 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG> Thu, Nov 10, 2016 10:28 AM
Subject : RE: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer
To : Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>
Cc : 100470 - Hilda Garcia <HGARCIA@ttbh.org>, 102677 - Marina Y. Luna <Mariluna@ttbh.org>

I spoke to Tropical CEO Terry Crocker regarding this issue and he has approved the salary figures you submitted. Please let me know if you have any questions.

Rick

From: Debbie Tamez [mailto:debbie.tamez@co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 8:45 AM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Subject: Fwd: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Good morning Rick,

Constable Pct. 1 will be placing an interlocal agreement for Commissioners Court approval on 11/15th. I wanted to confirm that TTBH is in agreement with the salary amounts to be listed on the agreement. The amounts are as follows: 1. Base Pay plus applicable fringes - $67,626.00; 2. Overtime Pay plus applicable fringes - $6,077.00

Please let me know if you have any questions or concerns.

Thank you,

Debbie L. Tamez
Budget Analyst III
Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
To: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
Cc: "Damaris SanMiguel" <damaris.sanmiguel@co.hidalgo.tx.us>, "Joe Espinosa" <joe.espinosa@co.hidalgo.tx.us>
Sent: Tuesday, November 8, 2016 4:32:41 PM
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Rosie,

Attached please find the Salary Projection worksheet. The amounts to be used in the agreement are as follows:
a. Base Pay - $67,626.00
b. Overtime Pay - $6,077.00

Has the agenda item been created yet? Due to the personnel action, a PAR form should be submitted to the Human Resources Department.

Please let me know if you have any questions or concerns.

Thank you,

Debbie L. Tamez
Budget Analyst III
Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Tuesday, November 8, 2016 4:23:05 PM
Subject: RE: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

It will be a new hire.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>
Date: 11/8/16 4:20 PM (GMT-06:00)
To: Rosario Aguilar <rosario.aguilar@co.hidalgo.tx.us>
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Good afternoon Rosie,

Would you happen to know if a current deputy will be assigned to this new position? Or if it will be a new hire? If it will be a current deputy, can you please provide me with the employee number?

Clarification would assist in determining whether we need to allocate funds for allowances such as longevity or supplemental pay.

Thank you,

Debbie L. Tamez
Budget Analyst III

Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Thursday, November 3, 2016 11:35:54 AM
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Status on Interlocal?

Rosie Aguilar Garcia
Hidalgo County Constables Office Pct 1.
Constable Celestino Avila Jr.
1900 Joe Stephens Weslaco, Texas 78599
(956) 447-3775 ext. 1301
(956) 342-9172 cell
rosario.aguilar@co.hidalgo.tx.us
Teamwork«| Winning Spirit « | Innovation « | Customer Centric« | Ethics & Integrity «

From: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Wednesday, November 2, 2016 2:15:58 PM
Subject: Fwd: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Here you go!

Rosie Aguilar Garcia
Hidalgo County Constables Office Pct 1.
Constable Celestino Avila Jr.
1900 Joe Stephens Weslaco, Texas 78599
(956) 447-3775 ext. 1301
(956) 342-9172 cell
rosario.aguilar@co.hidalgo.tx.us
Teamwork«| Winning Spirit « | Innovation « | Customer Centric« | Ethics & Integrity «

From: "Joe Espinosa" <joe.espinosa@co.hidalgo.tx.us>
To: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
Sent: Wednesday, November 2, 2016 1:38:09 PM
Subject: Fwd: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

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From: "103253 - Antonio Gonzalez" <Agonzalez@TTBH.ORG>
To: "Joe Espinosa" <joe.espinosa@co.hidalgo.tx.us>
Cc: "100470 - Hilda Garcia" <HGARCIA@ttbh.org>
Sent: Tuesday, November 1, 2016 4:27:45 PM
Subject: FW: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Joe,

Attached is the proposed contract for the new officer you are picking up. Victor at the DA's Office would like for you to contact Ms. Tamez in the Budget Office and get the salary information which will be inserted in section 9. She can probably use the same salary information from the contract extensions we just did back in August. Call me if you have any questions.

Thank you,

Rick

From: Victor Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, November 01, 2016 1:46 PM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Rick,

please see attached interlocal, with a couple of minor changes. Please proceed to send to Pct. 1 Constable. Thereafter, our office will have a opportunity for final review.

thank you for your time and consideration.

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

****

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

On Mon, Oct 31, 2016 at 11:02 AM, 103253 - Antonio Gonzalez <Agonzalez@ttbh.org> wrote:

> Victor,
>
> Just to be sure, your direction is to have two agreements with Pct. 1 rather than modifying the original agreement. The first agreement is the current agreement for two officers and the new agreement would be the 2nd agreement for the Officer position vacated by Mission PD which Pct. 1 is picking up.
>
> If this is correct, I have attached a re-worked agreement which I will send to Pct. 1 so they can get salary information from Ms. Tamez.
>
> Can you give it a quick once over and let me know if you see anything that needs correction? Other than the salary information and the effective dates, it is the same as the original agreements.
>
> Let me know and thanks for your help.
>
> Rick

--

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

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 15, 2016 Agenda Item: 57316

Summary of request/proposal:
Constable Pct. 1 - TTBH (1285): Approval of the following personnel actions, effective 12/01/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	Deputy Constable Step I	0001	113	0.00	44,577.00	44,577.00
1285	Deputy Constable Step I	0001	131	0.00	4,946.67	4,946.67
				0.00	49,523.67	49,523.67

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1285-421-00-291-013-7-	113	TTBH-	REG F/T EMPLOYEES	$49,448.45
6-1285-421-00-291-013-7-	131	TTBH-	OVERTIME PAY	$4,946.67
6-1285-421-00-291-013-7-	211	TTBH-	HEALTH INSURANCE	$6,819.91
6-1285-421-00-291-013-7-	212	TTBH-	LIFE INSURANCE	$46.73
6-1285-421-00-291-013-7-	220	TTBH-	FICA	$4,161.22
6-1285-421-00-291-013-7-	230	TTBH-	RETIREMENT	$6,230.85
6-1285-421-00-291-013-7-	250	TTBH-	UNEMPLOYMENT COMP	$326.37
6-1285-421-00-291-013-7-	260	TTBH-	WORKER'S COMP	$1,697.13
			Dec 2016 - Dec 2017 Budgetary Impact	$73,677.33

Possible Funding Sources: Appropriation of funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: November 15,2016

DEPARTMENT HEAD: Celestino Avila Jr

2016
Appropriation

AI# 57316

DEPARTMENT NAME: Hidalgo County Constable Pct .1

ACCOUNT NUMBER: 6-1285-421-00-291-013-7-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1285-421-00-291-013-7-113	Const Pct 1 TTBH - Reg F/T Employees	49,474.12
6-1285-421-00-291-013-7-131	Const Pct 1 TTBH - Overtime Pay	4,946.67
6-1285-421-00-291-013-7-211	Const Pct 1 TTBH - Health Insurance	6,819.91
6-1285-421-00-291-013-7-212	Const Pct 1 TTBH - Life Insurance	46.73
6-1285-421-00-291-013-7-220	Const Pct 1 TTBH - FICA	4,161.22
6-1285-421-00-291-013-7-230	Const Pct 1 TTBH - Retirement	6,230.85
6-1285-421-00-291-013-7-250	Const Pct 1 TTBH - Unemployment Comp.	326.37
6-1285-421-00-291-013-7-260	Const Pct 1 TTBH - Worker's Compensation	1,697.13
	TOTAL APPROPRIATION	**73,703.00**
6-1285-337-00-291-013-7-000	Const Pct 1 TTBH - Revenue s	73,703.00
	TOTAL REVENUE	**73,703.00**
	TOTAL BUDGET INCREASE (DECREASE)	**73,703.00**

REASON: To appropriate funds for the Interlocal Agreement between Hidalgo County Constable Pct. 1 and Tropical Texas Behavioral Health (TTBH). Funds will cover the salary, overtime wages, allowances, and fringe benefits of one Deputy Constable position (12/01/16 to 12/30/17).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

INTERLOCAL AGREEMENT

County of Hidalgo, Texas acting by and through the Office of Constable, Precinct 1 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and certain other local governments between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and the Hidalgo County Precinct 1 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO P) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign one (1) Deputy Constable to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program

(1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as “MHOT”, supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service

quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to

MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for 40 hours per week, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for one Precinct 1 Deputy Constable assigned to the MHOT shall not exceed $67,626.00 in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for one Precinct 1 Deputy Constable assigned to the MH Officer Team shall not exceed $6,077.00 in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct 1 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:
Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services
A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from **December 1st 2016 through December 30th, 2017.** Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on

mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH

_____

W. Terry Crocker
Chief Executive Officer

COUNTY OF HIDALGO, TEXAS, COUNTY JUDGE

_____

Ramon Garcia

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

Re: AI-57316 CC Regular 11/15/16

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Nov 14, 2016 01:35 PM

Subject : Re: AI-57316 CC Regular 11/15/16 1 attachment

To : Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>, Joe Espinosa <joe.espinosa@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms. Tamez,

attached please find final draft of interlocal between the County and TTBH. At this time, our office approves as to the form of the agreement.

I have included Ms. Badillo on this email so that she may attach final version to agenda.

thank you for your time and consideration.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

****

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On Thu, Nov 10, 2016 at 2:33 PM, Debbie Tamez <debbie.tamez@co.hidalgo.tx.us> wrote:

> Good afternoon Victor,
>
> Attached please find the final draft of the Interlocal Agreement between Constable Pct. 1 and TTBH for your review and approval. The salary and overtime amounts have been added, and have been approved by Mr. Rick Gonzalez at TTBH.
>
> Thank you,
>
> **Debbie L. Tamez**
> Budget Analyst III
> Hidalgo County Department of Budget & Management

2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

57316 - 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer.FINAL.docx
37 KB

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
NOV 10 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 11/08/2016
DEPARTMENT NAME: Hidalgo County Constable Pct.1
DEPARTMENT NO.: 291-013-7

CURRENT POSITION TITLE:
CURRENT SLOT NO.: 0001 (Proposed)
REQUESTED POSITION TITLE: Deputy Constable Step I DM

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

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
	$ 44,577.00	$ 44,577.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Interlocal with TTBH/TX Healthcare Transformatio
(6-1285421-00-291-013-7) DM

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 DT
FLSA: ☑ Exempt ☑ Non-Exempt DT

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

Inter-local agreement between Hidalgo County and Tropical Texas Behavioral Health the Hidalgo County Pct. 1 Constable Office. Deputies will participate in the Mental Peace Officer Health Program to assist youth and adults wh

* **POSITION RECLASSIFICATION COMMENTS: (*Attach completed Reclassification Analysis Form and additional pages if needed*)**

Department Head	Date 11/08/2016
Department of Human Resources	Date 11/10/2016.
Department of Budget & Management	Date 11/14/2016

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

November 10, 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 the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount from the Tropical Texas Behavioral Health for the Mental Health Officer Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$73,703.00	M.H.O.P (Mental Health Officer Program) FY17 Hidalgo Co. Constable Precinct No. 1

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/15/16
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-57316 **Constables 8. A.**
CC - REGULAR
Meeting Date: 11/15/2016
Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1
Submitted By: Joe Espinoza, CONSTABLE PCT. #1
Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1 - TTBH (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health.
2. Authorization to pay overtime reimbursable under the Interlocal agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign the Interlocal Agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.
5. Approval of the following personnel action, effective 12/01/16:

Action	Dept/ Program	Slot #	Proposed Position Title	Proposed Budgeted Salary
Create	291-013	0001	Deputy Constable Step I	$44,577.00

6. Approval of appropriation of funds.
7. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Appropriation in the amount of $73,703.00.
Participating law enforcement agency monthly expenses for the Mental Health Officer Program (MHOP) participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary, allowances and fringe benefits approved by TTBH for each officer assigned to the Mental Health Officer Program. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1285-421-00-291-013-7-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Funds available upon certification of revenues.

Attachments

TTBH Approval
Fiscal Note

appropriation
ICA
legal
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:01 AM
Human Resources	Diana Munoz	11/10/2016 11:55 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Joe Espinoza		Started On: 11/09/2016 05:06 PM
Final Approval Date: 11/10/2016		

Hector Sandoval

From: Joe Espinosa [joe.espinosa@co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 1:16 PM
To: Hector Sandoval
Subject: A.I. 57316

Hector, can you please certify the revenues for Agenda Item 57316.

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

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

RE: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

From : 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG> Thu, Nov 10, 2016 10:28 AM
Subject : RE: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer
To : Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>
Cc : 100470 - Hilda Garcia <HGARCIA@ttbh.org>, 102677 - Marina Y. Luna <Mariluna@ttbh.org>

I spoke to Tropical CEO Terry Crocker regarding this issue and he has approved the salary figures you submitted. Please let me know if you have any questions.

Rick

From: Debbie Tamez [mailto:debbie.tamez@co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 8:45 AM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Subject: Fwd: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Good morning Rick,

Constable Pct. 1 will be placing an interlocal agreement for Commissioners Court approval on 11/15th. I wanted to confirm that TTBH is in agreement with the salary amounts to be listed on the agreement. The amounts are as follows: 1. Base Pay plus applicable fringes - $67,626.00; 2. Overtime Pay plus applicable fringes - $6,077.00

Please let me know if you have any questions or concerns.

Thank you,

Debbie L. Tamez
Budget Analyst III
Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
To: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
Cc: "Damaris SanMiguel" <damaris.sanmiguel@co.hidalgo.tx.us>, "Joe Espinosa" <joe.espinosa@co.hidalgo.tx.us>
Sent: Tuesday, November 8, 2016 4:32:41 PM
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Rosie,

Attached please find the Salary Projection worksheet. The amounts to be used in the agreement are as follows:
a. Base Pay - $67,626.00
b. Overtime Pay - $6,077.00

Has the agenda item been created yet? Due to the personnel action, a PAR form should be submitted to the Human Resources Department.

Please let me know if you have any questions or concerns.

Thank you,

Debbie L. Tamez
Budget Analyst III
Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Tuesday, November 8, 2016 4:23:05 PM
Subject: RE: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

It will be a new hire.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>
Date: 11/8/16 4:20 PM (GMT-06:00)
To: Rosario Aguilar <rosario.aguilar@co.hidalgo.tx.us>
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Good afternoon Rosie,

Would you happen to know if a current deputy will be assigned to this new position? Or if it will be a new hire? If it will be a current deputy, can you please provide me with the employee number?

Clarification would assist in determining whether we need to allocate funds for allowances such as longevity or supplemental pay.

Thank you,

Debbie L. Tamez
Budget Analyst III

Hidalgo County Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

From: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Thursday, November 3, 2016 11:35:54 AM
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Status on Interlocal?

Rosie Aguilar Garcia
Hidalgo County Constables Office Pct 1.
Constable Celestino Avila Jr.
1900 Joe Stephens Weslaco, Texas 78599
(956) 447-3775 ext. 1301
(956) 342-9172 cell
rosario.aguilar@co.hidalgo.tx.us
Teamwork«| Winning Spirit « | Innovation « | Customer Centric« | Ethics & Integrity «

From: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
To: "Debbie Tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Wednesday, November 2, 2016 2:15:58 PM
Subject: Fwd: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Here you go!

Rosie Aguilar Garcia
Hidalgo County Constables Office Pct 1.
Constable Celestino Avila Jr.
1900 Joe Stephens Weslaco, Texas 78599
(956) 447-3775 ext. 1301
(956) 342-9172 cell
rosario.aguilar@co.hidalgo.tx.us
Teamwork«| Winning Spirit « | Innovation « | Customer Centric« | Ethics & Integrity «

From: "Joe Espinosa" <joe.espinosa@co.hidalgo.tx.us>
To: "Rosario Aguilar" <rosario.aguilar@co.hidalgo.tx.us>
Sent: Wednesday, November 2, 2016 1:38:09 PM
Subject: Fwd: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

---

From: "103253 - Antonio Gonzalez" <Agonzalez@TTBH.ORG>
To: "Joe Espinosa" <joe.espinosa@co.hidalgo.tx.us>
Cc: "100470 - Hilda Garcia" <HGARCIA@ttbh.org>
Sent: Tuesday, November 1, 2016 4:27:45 PM
Subject: FW: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Joe,

Attached is the proposed contract for the new officer you are picking up. Victor at the DA's Office would like for you to contact Ms. Tamez in the Budget Office and get the salary information which will be inserted in section 9. She can probably use the same salary information from the contract extensions we just did back in August. Call me if you have any questions.

Thank you,

Rick

From: Victor Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, November 01, 2016 1:46 PM
To: 103253 - Antonio Gonzalez <Agonzalez@TTBH.ORG>
Subject: Re: 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer

Rick,

please see attached interlocal, with a couple of minor changes. Please proceed to send to Pct. 1 Constable. Thereafter, our office will have a opportunity for final review.

thank you for your time and consideration.

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

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On Mon, Oct 31, 2016 at 11:02 AM, 103253 - Antonio Gonzalez <Agonzalez@ttbh.org> wrote:

Victor,

Just to be sure, your direction is to have two agreements with Pct. 1 rather than modifying the original agreement. The first agreement is the current agreement for two officers and the new agreement would be the 2nd agreement for the Officer position vacated by Mission PD which Pct. 1 is picking up.

If this is correct, I have attached a re-worked agreement which I will send to Pct. 1 so they can get salary information from Ms. Tamez.

Can you give it a quick once over and let me know if you see anything that needs correction? Other than the salary information and the effective dates, it is the same as the original agreements.

Let me know and thanks for your help.

Rick

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

INTERLOCAL AGREEMENT

County of Hidalgo, Texas acting by and through the Office of Constable, Precinct 1 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, regarding law enforcement services provided through the cooperation of municipalities, counties, and certain other local governments between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and the Hidalgo County Precinct 1 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO P) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign one (1) Deputy Constable to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program

(1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as "MHOT", supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service

quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to

MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for 40 hours per week, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for one Precinct 1 Deputy Constable assigned to the MHOT shall not exceed $67,626.00 in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for one Precinct 1 Deputy Constable assigned to the MH Officer Team shall not exceed $6,077.00 in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct 1 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:
Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services
A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from **December 1st 2016 through December 30th, 2017.** Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on

mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH

_____

W. Terry Crocker
Chief Executive Officer

COUNTY OF HIDALGO, TEXAS, COUNTY JUDGE

_____

Ramon Garcia

DATE: November 15,2016

DEPARTMENT HEAD: Celestino Avila Jr

2016
Appropriation

AI# 57316

DEPARTMENT NAME: Hidalgo County Constable Pct .1

ACCOUNT NUMBER: 6-1285-421-00-291-013-7-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1285-421-00-291-013-7-113	Const Pct 1 TTBH - Reg F/T Employees	49,474.12
6-1285-421-00-291-013-7-131	Const Pct 1 TTBH - Overtime Pay	4,946.67
6-1285-421-00-291-013-7-211	Const Pct 1 TTBH - Health Insurance	6,819.91
6-1285-421-00-291-013-7-212	Const Pct 1 TTBH - Life Insurance	46.73
6-1285-421-00-291-013-7-220	Const Pct 1 TTBH - FICA	4,161.22
6-1285-421-00-291-013-7-230	Const Pct 1 TTBH - Retirement	6,230.85
6-1285-421-00-291-013-7-250	Const Pct 1 TTBH - Unemployment Comp.	326.37
6-1285-421-00-291-013-7-260	Const Pct 1 TTBH - Worker's Compensation	1,697.13
	TOTAL APPROPRIATION	**73,703.00**
6-1285-337-00-291-013-7-000	Const Pct 1 TTBH - Revenue s	73,703.00
	TOTAL REVENUE	**73,703.00**
	TOTAL BUDGET INCREASE (DECREASE)	**73,703.00**

REASON: To appropriate funds for the Interlocal Agreement between Hidalgo County Constable Pct. 1 and Tropical Texas Behavioral Health (TTBH). Funds will cover the salary, overtime wages, allowances, and fringe benefits of one Deputy Constable position (12/01/16 to 12/30/17).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
NOV 10 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 11/08/2016
DEPARTMENT NAME: Hidalgo County Constable Pct.1
DEPARTMENT NO.: 291-013-7

CURRENT POSITION TITLE:
CURRENT SLOT NO.: 0001 (Proposed)
REQUESTED POSITION TITLE: Deputy Constable Step I

REQUEST FOR: [✓] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
	$ 44,577.00	$ 44,577.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds
[ ] Salary Adjustment [✓] Other Interlocal with TTBH/TX Healthcare Transformatio
(6-1285-421-00-291-013-7)

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

CIVIL SERVICE: [✓] Exempt [✓] Non-Exempt
FLSA: [✓] Exempt [✓] Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary ____ Hourly Rate ____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Inter-local agreement between Hidalgo County and Tropical Texas Behavioral Health the Hidalgo County Pct. 1 Constable Office. Deputies will participate in the Mental Peace Officer Health Program to assist youth and adults wh

POSITION RECLASSIFICATION COMMENTS: *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Department Head — Date 11/08/2016
Department of Human Resources — Date 11/10/2016
Department of Budget & Management — Date 11/14/2016

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, November 15, 2016** **Agenda Item:** 57316

Summary of request/proposal:
Constable Pct. 1 - TTBH (1285): Approval of the following personnel actions, effective 12/01/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	Deputy Constable Step I	0001	113	0.00	44,577.00	44,577.00
1285	Deputy Constable Step I	0001	131	0.00	4,946.67	4,946.67
				0.00	49,523.67	49,523.67

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1285-421-00-291-013-7-	113	TTBH-	REG F/T EMPLOYEES	$49,448.45
6-1285-421-00-291-013-7-	131	TTBH-	OVERTIME PAY	$4,946.67
6-1285-421-00-291-013-7-	211	TTBH-	HEALTH INSURANCE	$6,819.91
6-1285-421-00-291-013-7-	212	TTBH-	LIFE INSURANCE	$46.73
6-1285-421-00-291-013-7-	220	TTBH-	FICA	$4,161.22
6-1285-421-00-291-013-7-	230	TTBH-	RETIREMENT	$6,230.85
6-1285-421-00-291-013-7-	250	TTBH-	UNEMPLOYMENT COMP	$326.37
6-1285-421-00-291-013-7-	260	TTBH-	WORKER'S COMP	$1,697.13
			Dec 2016 - Dec 2017 Budgetary Impact	$73,677.33

Possible Funding Sources: Appropriation of funds.

Comments:

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

Re: AI-57316 CC Regular 11/15/16

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Nov 14, 2016 01:35 PM

Subject : Re: AI-57316 CC Regular 11/15/16 1 attachment

To : Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>, Joe Espinosa <joe.espinosa@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Ms. Tamez,

attached please find final draft of interlocal between the County and TTBH. At this time, our office approves as to the form of the agreement.

I have included Ms. Badillo on this email so that she may attach final version to agenda.

thank you for your time and consideration.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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On Thu, Nov 10, 2016 at 2:33 PM, Debbie Tamez <debbie.tamez@co.hidalgo.tx.us> wrote:

Good afternoon Victor,

Attached please find the final draft of the Interlocal Agreement between Constable Pct. 1 and TTBH for your review and approval. The salary and overtime amounts have been added, and have been approved by Mr. Rick Gonzalez at TTBH.

Thank you,

Debbie L. Tamez
Budget Analyst III
Hidalgo County Department of Budget & Management

2818 S. Bus. Hwy 281
Edinburg, Texas 78539
Office: (956) 292-7025 Ext.5427
Fax: (956) 292-7035
debbie.tamez@co.hidalgo.tx.us

57316 - 1115 Waiver Interlocal Hidalgo Co, Pct 1 Constable-add one officer.FINAL.docx
37 KB

AI-57156 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3:
Discussion, consideration, and approval to appoint Eric Flores and Jhoan Moreno as Deputy Constables by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.011.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-421-00-293-001-0-113

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

BUDGETARY IMPACT:

Monies budgeted within position 293-001 Slot No. 0015.

FISCAL YEAR: 2016 **ACCT. #:** 6-1285-421-00-293-005-7-113

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

BUDGETARY IMPACT:

Monies budgeted within position 293-005 Slot No. 0002.

Attachments

Constable Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/31/2016 03:38 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Raquel Ramos		Started On: 10/31/2016 03:13 PM
Final Approval Date: 11/10/2016		

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (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.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-57313 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Larry Gallardo, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3:
Discussion, consideration, and approval to appoint Kimberly Jean Echavarria as Reserve Deputy Constable by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (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.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from County funds; no fiscal impact to County.

Attachments

Constable Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 04:31 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Raquel Ramos		Started On: 11/09/2016 04:15 PM
Final Approval Date: 11/10/2016		

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (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.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-57173 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,753.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2017 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,753.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-056-7-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $17,753.00 for the FBI FY17 Grant.
Funding period is from 10/1/16 - 9/30/17.
Revenue Account # 6-1284-331-11-280-056-7-000 FBI
Note: Expenses relating to all fringe benefits for the overtime hours are to be charged to the Sheriff's Office General Fund Budget (Account# 6-1100-421-00-280-001-0-XXX).

Attachments

FBI 17 OT
BA
COR
FBI

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/04/2016 02:33 PM
Budget & Management	Damaris San Miguel	11/07/2016 10:24 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/01/2016 11:38 AM
Final Approval Date: 11/10/2016

NOTICE OF LIMITS

FOR

FY 2017 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2017**, the maximum limits for reimbursements under these CRAs are **$1,479.41** per month and **$17,753** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2016.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

6/12/12
Date

DATE: November 1, 2016

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

DEPARTMENT NAME: FBI- Overtime

ACCOUNT NUMBER: 6-1284-421-00-280-056-7-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-056-7-131	Overtime Pay	17,753.00
	TOTAL APPROPRIATIONS	17,753.00
6-1284-331-11-280-056-7-000	Federal Bureau of Investigation/FBI Safe Streets Task Force/ Violent Crime Unit	17,753.00
	TOTAL REVENUES	17,753.00

REASON: **To appropriate budget for the FY2016 overtime funding provided by the Federal Bureau of Investigation (FBI) for one (1) officer @ $17,753.00**

Funding Period is October 1, 2016 to September 30, 2017

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #6-1100-421-00-280-001-0-XXX).

Grant Period: **10/1/16 - 9/30/17**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

November 10, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Justice – Federal Bureau of Investigation. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$17,753.00	FBI FY17 Overtime Reimbursement Hidalgo Co. Sheriff's Office

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/15/16
Date

THE COUNTY OF HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 378TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-57173 **Sheriff's Office 9. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,753.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2017 FBI overtime agreement.
4. Approval of appropriation of funds in the amount of $17,753.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-056-7-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $17,753.00 for the FBI FY17 Grant.
Funding period is from 10/1/16 - 9/30/17.
Revenue Account # 6-1284-331-11-280-056-7-000 FBI
Note: Expenses relating to all fringe benefits for the overtime hours are to be charged to the Sheriff's Office General Fund Budget (Account# 6-1100-421-00-280-001-0-XXX).

Attachments

FBI 17 OT

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/04/2016 02:33 PM
Budget & Management	Damaris San Miguel	11/07/2016 10:24 AM
Final Approval		

Form Started By: Maria Del Rosario Gonzalez Started On: 11/01/2016 11:38 AM

Hector Sandoval

From: Rosie Gonzalez [rosieg@hidalgoso.org]
Sent: Friday, November 04, 2016 2:28 PM
To: hector sandoval
Subject: FBI FY17 and ICE FY 17 Certification of Revenues

Importance: High

Good afternoon Hector,

Would you please complete a Certification of Revenues for the FBI FY17 Overtime Grant Account # 6-1284-421-00-280-056-7-XXX, the Agenda item is #57173

And

Would you please complete a Certification of Revenues for the ICE FY17 Overtime Grant Account # 6-1284-421-00-280-056-7-XXX, the Agenda item is #57178

Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant IV
Hidalgo County Sheriff's Office
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

NOTICE OF LIMITS

FOR

FY 2017 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2017**, the maximum limits for reimbursements under these CRAs are **$1,479.41** per month and **$17,753** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2016.

These reimbursements are limited to eligible officers' direct overtime salary expenses and shall not include any costs associated with the LEA's indirect expenses or officers' benefits such as retirement, social security, and similar related expenses.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

6/12/12
Date

DATE: November 1, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: FBI- Overtime
ACCOUNT NUMBER: 6-1284-421-00-280-056-7-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-056-7-131	Overtime Pay	17,753.00

	TOTAL APPROPRIATIONS	17,753.00
6-1284-331-11-280-056-7-000	Federal Bureau of Investigation/FBI Safe Streets Task Force/ Violent Crime Unit	17,753.00
	TOTAL REVENUES	17,753.00

REASON: **To appropriate budget for the FY2016 overtime funding provided by the Federal Bureau of Investigation (FBI) for one (1) officer @ $17,753.00**

Funding Period is October 1, 2016 to September 30, 2017

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #6-1100-421-00-280-001-0-XXX).

Grant Period: 10/1/16 - 9/30/17

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
HIDALGO COUNTY SHERIFF'S OFFICE (AGENCY)

TASK FORCE FILE # 281D-SA-C46020

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized **RIO GRANDE VALLEY VIOLENT CRIME TASK FORCE**, as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the **HIDALGO COUNTY SHERIFF'S OFFICE** located at **711 El Cibolo, Edinburg, Texas 78540**, Taxpayer Identification Number: **74-6000717** Phone Number: (956) 383-8114 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the

year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2008, must be received by the FBI by December 31, 2008. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

Lupe Treviño
Sheriff

Date 2-25-09

FOR THE FBI:

Ralph D. Diorio 3/10/09
Special Agent in Charge Date

Maury V. Taylor 3/5/09
Contracting Officer Date
FBI Headquarters

Maury V. Taylor
Contracting Officer
Federal Bureau of Investigation

OCCO CRA template 5/23/04

AI-57178 **Sheriff's Office** **9. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department-ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE)FY 2017 in the amount of $15,000.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of certification of revenues, as certified by County Auditor, for ICE overtime funding.
4. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

New MOU between ICE and Hidalgo County (Sheriff's Office) approved by CC on 3/31/15 (AI #49060), overtime is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account.

Reporting period ends on 9/30/17 (FY 2017).

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-055-7-131

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

BUDGETARY IMPACT:

Appropriation of funds for overtime in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of $15,000.00. Fringe benefits associated with this grant are not reimbursable and will be paid from Sheriff's Office G/F account. FY2017 reporting period is from 10/1/16 - 9/30/17.

Attachments

ICE17 BA
ICE OT MOU
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/04/2016 02:33 PM
Budget & Management	Damaris San Miguel	11/07/2016 10:24 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/01/2016 03:31 PM

Final Approval Date: 11/10/2016

DATE: November 4, 2016

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

DEPARTMENT NAME: ICE Overtime FY2017

ACCOUNT NUMBER: 6-1284-421-00-280-055-7-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-055-7-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	**15,000.00**
6-1284-331-11-280-055-7-000	**Immigration and Customs Enforcement (ICE)**	**15,000.00**
	TOTAL REVENUES	**15,000.00**

REASON: **To appropriate budget for the overtime hours for officer assigned to ICE investigations**

Funding period is October 1, 2016 to September 30, 2017.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #6-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Hidalgo County Sherriff Office, (NCIC CODE # TX 1080000) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the Hidalgo County Sherriff Office in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Sherriff Office, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. **Assignment of Officer(s)**

To the maximum extent possible, the Hidalgo County Sherriff Office shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Sherriff Office shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Hidalgo County Sherriff Office may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Sherriff Office may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

   The Hidalgo County Sherriff Office **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Hidalgo County Sherriff Office must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

   If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Hidalgo County Sherriff

Office must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Sherriff Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at $15,000 per officer per year.

6. The Hidalgo County Sherriff Office will submit all requests for the reimbursement of joint operations' expenses to ICE Acting Assistant Special Agent in Charge, Mario H. Campbell at the following address: 5901 S. International Parkway, McAllen, Texas 78503, Attn. Cristina Torres, Mission Support Specialist, Ph. (956) 984-6918.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Sherriff Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Sherriff Office, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Date: 20 APR 2015

J.E. "Eddie" Guerra
Hidalgo County Sherriff
Hidalgo County Sherriff Office

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

November 10, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$15,000.00	ICE FY17 Overtime Reimbursement Hidalgo Co. Sheriff's Office

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/15/16
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 138TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-57178 **Sheriff's Office 9. B.**
CC - REGULAR
Meeting Date: 11/15/2016
Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department-ICE Overtime (1284):
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2. Authorization to pay overtime reimbursable under the grant terms and conditions.
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Reporting period ends on 9/30/17 (FY 2017).

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 6-1284-421-00-280-055-7-131
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

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Appropriation of funds for overtime in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of $15,000.00. Fringe benefits associated with this grant are not reimbursable and will be paid from Sheriff's Office G/F account. FY2017 reporting period is from 10/1/16 - 9/30/17.

Attachments

ICE17 BA
ICE OT MOU

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/04/2016 02:33 PM
Budget & Management	Damaris San Miguel	11/07/2016 10:24 AM
Final Approval		
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/01/2016 03:31 PM

Hector Sandoval

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To: hector sandoval
Subject: FBI FY17 and ICE FY 17 Certification of Revenues

Importance: High

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And

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Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant IV
Hidalgo County Sheriff's Office
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

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4. The Hidalgo County Sherriff Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at $15,000 per officer per year.

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The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Sheriff Office, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Date: 20 APR 2015

J.E. "Eddie" Guerra
Hidalgo County Sheriff
Hidalgo County Sheriff Office

Date: _____

DATE: November 4, 2016
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: ICE Overtime FY2017
ACCOUNT NUMBER: 6-1284-421-00-280-055-7-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
6-1284-421-00-280-055-7-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	15,000.00
6-1284-331-11-280-055-7-000	Immigration and Customs Enforcement (ICE)	15,000.00
	TOTAL REVENUES	15,000.00

REASON: To appropriate budget for the overtime hours for officer assigned to ICE investigations

Funding period is October 1, 2016 to September 30, 2017.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #6-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-57174 **Sheriff's Office** **9. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval of Memorandum of Understanding between Behavioral Health Solutions of South Texas and the Hidalgo County Sheriff's Office to provide female inmates with Pregnant Post-Partum Intervention (PPI) Program services.
2. Authorization for County Sheriff to sign document.
3. Authorization and approval of Memorandum of Understanding between Behavioral Health Solutions of South Texas and the Hidalgo County Sheriff's Office to provide male inmates with Parenting Awareness and Drug Risk Education (PADRE) Program services.
4. Authorization for County Sheriff to sign document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact for Hidalgo Co; as per section 7 of MOUs the Texas Health & Human Services Commission provides funding for program services and no cost is incurred by the Hidalgo Co. Detention Center.

Attachments

MOU PPI
MOU PADRE
Legal

Form Review

Inbox	Reviewed By	Date

Emilia Uriegas (Originator)	Emilia Uriegas	11/01/2016 01:02 PM
Budget & Management	Veronica Ortiz	11/01/2016 01:11 PM
Ivan Cantu	Ivan Cantu	11/02/2016 07:52 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Emilia Uriegas Started On: 11/01/2016 12:38 PM

Final Approval Date: 11/10/2016

Memorandum of Understanding

Behavioral Health Solutions of South Texas (BHSST) is a non-profit organization providing substance abuse prevention, intervention, and treatment services. BHSST and Hidalgo County Adult Detention Center agree to collaborate to provide access to Pregnant Post-Partum Intervention (PPI) Program services to women incarcerated at the Hidalgo County Adult Detention Center. The PPI Program provides intervention services for pregnant and post-partum adult and adolescent females with substance use disorders or who are at risk of developing substance use disorders. The PPI program is designed to reduce incidence of fetal and infant alcohol, tobacco and drug (ATOD) exposure by facilitating a healthy lifestyle for all participants.

Our commitment to this collaboration will consist of the following:

1. PPI Intervention Specialist will coordinate services with the designated Hidalgo County Adult Detention Center personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring participants developed.

2. All referrals to the Intervention Specialists will be attained through the designated Hidalgo County Adult Detention Center representative. At no time will the Intervention Specialist solicit participants for the program.

   Referral process;
   - Hidalgo County Adult Detention Center personnel will contact PPI Intervention Specialist to refer clients who may be eligible for program services for PPI screening.
   - In consideration of Hidalgo County Adult Detention Center policies, Hidalgo County Adult Detention Center personnel will make contact with PPI Intervention Specialist via telephone call to confirm the number of clients being referred for screening. At this time, Hidalgo County Adult Detention Center and PPI Intervention Specialist will agree on date/ time for screenings.
   - Eligibility Criteria:
     - Females who are identified as being at risk of having, or who have a substance use disorder and are pregnant or have children under the age of 18 months or under six if involved with the Department of Family Protective Services.

3. BHSST and Hidalgo County Adult Detention Center will cooperate fully to make it possible for individuals to receive services through BHSST PPI Program. Cooperative efforts include:

   - PPI staff agrees to complete all background check requirements in compliance with Hidalgo County Adult Detention Center policies prior to providing services.
   - Hidalgo County Adult Detention Center shall provide adequate space and security for the PPI staff to render services at: Hidalgo County Adult Detention Center
     - Location address: 711 El Cibolo Rd., Edinburg, TX 78541
   - Hidalgo County Adult Detention Center personnel and PPI Intervention Specialist agree to provide one another a 48-hour notice of any change in or cancellation of appointment/ meeting except for in a case of emergency.

4. BHSST and Hidalgo County Adult Detention Center will collaborate to ensure there is no duplication of services. PPI program will coordinate and sequence services with Hidalgo County Adult Detention Center to avoid duplication of program services by:

    - PPI Program staff will provide education sessions related to parenting, family bonding and life skills not provided through Hidalgo County Adult Detention Center.
    - Hidalgo County Adult Detention Center will coordinate services for clients related to accessing interagency services.
    - PPI Program will provide case management services for clients related to accessing resources and services upon release.

5. The Intervention Specialist will follow the BHSST policies and adhere to Hidalgo County Adult Detention Center policies and procedures when conducting services at any Hidalgo County Adult Detention Center sites.

6. Hidalgo County Adult Detention Center representatives and BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2) as well as State of Texas confidentiality rules.

7. Funding for BHSST services is provided by the Texas Health and Human Services Commission and no fees or cost will be incurred by Hidalgo County Adult Detention Center in association with PPI Intervention program services.

8. This collaborative agreement will be in effect from date of execution of document through August 31, 2017. Additionally, either party may terminate without cause by giving the other party written notice of termination.

_____ _____

J.E. "Eddie" Guerra — Date
Sheriff
Hidalgo County Sheriff's Office

_____ _____

Jose G. Gonzalez LCSW, CCH, BCPC — Date
Chief Executive Officer
Behavioral Health Solutions of South Texas

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By:_____ _____

Josephine Ramirez Solis, Assistant DA — Date

Memorandum of Understanding

Behavioral Health Solutions of South Texas (BHSST) is a non-profit organization providing substance abuse prevention, intervention, and treatment services. BHSST and Hidalgo County Adult Detention Center agree to collaborate to provide access to Parenting Awareness and Drug Risk Education (PADRE) Program services to men incarcerated at the Hidalgo County Adult Detention Center and currently involved with Child Protective Services. The PADRE Program provides intervention services for parenting men who are at risk of substance use disorder and who are expecting a child or have children under the age of six. The PADRE program is designed to promote stronger families, encourage healthier life styles and father/child bonding for all participants.

Our commitment to this collaboration will consist of the following:

1. PADRE Intervention Specialist will coordinate services with the designated Hidalgo County Adult Detention Center personnel. Services will be rendered according to the agreed upon schedule and a protocol for referring participants developed.

2. All referrals to the Intervention Specialists will be attained through the designated Hidalgo County Adult Detention Center representative. At no time will the Intervention Specialist solicit participants for the program.

Referral process;

- Hidalgo County Adult Detention Center personnel will contact PADRE Intervention Specialist to refer clients who may be eligible for program services for PADRE screening.
- In consideration of Hidalgo County Adult Detention Center policies, Hidalgo County Adult Detention Center personnel will make contact with PADRE Intervention Specialist via telephone call to confirm the number of clients being referred for screening. At this time Hidalgo County Adult Detention Center and PADRE Intervention Specialist will agree on date/ time for screenings.
- Eligibility Criteria:

  Parenting males who are at risk of substance use disorder and who are expecting a child or have children under the age of six and currently involved with the Department of Family Protective Services.

3. BHSST and Hidalgo County Adult Detention Center will cooperate fully to make it possible for individuals to receive services through BHSST PADRE Program. Cooperative efforts include:

   - PADRE staff agree to complete all background check requirements in compliance with Hidalgo County Adult Detention Center policies prior to providing services.
   - Hidalgo County Adult Detention Center shall provide adequate space and security for the PADRE staff to render services at: Hidalgo County Adult Detention Center
     - Location address: 711 El Cibolo Rd., Edinburg, TX 78541
   - Hidalgo County Adult Detention Center personnel and PADRE Intervention Specialist agree to provide one another a 48-hour notice of any change in or cancellation of appointment/ meeting except for in a case of emergency.

4. BHSST and Hidalgo County Adult Detention Center will collaborate to ensure there is no duplication of services. PADRE program will coordinate and sequence services with Hidalgo County Adult Detention Center to avoid duplication of program services by:

    - PADRE Program staff will provide education sessions related to parenting, family bonding and life skills not provided through Hidalgo County Adult Detention Center.
    - Hidalgo County Adult Detention Center will coordinate services for clients related to accessing interagency services.
    - PADRE Program will provide case management services for clients related to accessing resources and services upon release.

5. The Intervention Specialist will follow the BHSST policies and adhere to Hidalgo County Adult Detention Center policies and procedures when conducting services at any Hidalgo County Adult Detention Center sites.

6. Hidalgo County Adult Detention Center representatives and BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2) as well as State of Texas confidentiality rules.

7. Funding for BHSST services is provided by the Texas Health and Human Services Commission and no fees or cost will be incurred by Hidalgo County Adult Detention Center in association with PADRE Intervention program services.

8. This collaborative agreement will be in effect from date of execution through August 31, 2017. Additionally, either party may terminate without cause by giving the other party written notice of termination.

_____ _____

J.E. "Eddie" Guerra — Date
Sheriff
Hidalgo County Sheriff's Office

_____ _____

Jose G. Gonzalez LCSW, CCH, BCPC — Date
Chief Executive Officer
Behavioral Health Solutions of South Texas

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ _____

Josephine Ramirez Solis, Assistant DA — Date

Emilia Uriegas

From: Selene Chavez <selene.chavez@hidalgoso.org>
Sent: Tuesday, November 01, 2016 12:21 PM
To: Emilia Uriegas
Subject: Fwd: BHSST PADRE & PPI MOUs draft
Attachments: BHSST Padre Program MOU 2017.pdf; BHSST PPI Program MOU 2017 .pdf

From: Josephine Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, October 31, 2016 2:39 PM
To: Gabriel Castaneda
Cc: Victor Garza; Mary Cheaney; Selene Chavez; Roy Quintanilha
Subject: Re: BHSST PADRE & PPI MOUs draft

Chief,

I have reviewed the attached agreements with BHSST and approve as to the form of the agreements.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

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

****

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****

On Thu, Oct 27, 2016 at 11:40 AM, Gabriel Castaneda <gabriel.castaneda@hidalgoso.org> wrote:

Chief,

Please see attached MOU documents for your legal review.

Thanks,

Gabriel Castañeda

Division Chief - Administration

Hidalgo County Sheriff's Office

711 El Cibolo Rd.

Edinburg, TX 78539

Main: (956)383-8114

Office: (956)393-6003

Fax: (956)393-6179

email: gabriel.castaneda@hidalgoso.org

"When our decisions affect the lives of others, we must always seek God's wisdom." Anonymous

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--
Selene Chavez
Hidalgo Co. Sheriff's Office
O:(956) 393-6039 (direct line)
(956) 383-8114, ext 6039

AI-57113 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):
1. Discussion, consideration and approval of the following personnel actions, effective next full pay period:

Action	Dept/ Program	Slot#	Position Title	Proposed Budgeted Allowance
Add Clothing Allowance	280-001	0084	Deputy Sheriff Step I	$500.00
Add Clothing Allowance	280-001	0086	Deputy Sheriff Step I	$500.00

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available within obj 119

Attachments

PARs
fiscal note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/07/2016 10:33 AM
Human Resources	Diana Munoz	11/07/2016 10:45 AM
Budget & Management	Damaris San Miguel	11/07/2016 10:47 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Diana Munoz		Started On: 10/28/2016 09:43 AM
Final Approval Date: 11/10/2016		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-~~015~~ 001 **DATE:** 10-27-2016

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-084

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance.

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

_____ Enter hourly rate for temp. positions

$ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Requesting clothing allowance.

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

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

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 10/27/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 11/03/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/14/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 27 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-~~015~~ 001 **DATE:** 10-27-2016

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-086

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance.

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Requesting clothing allowance.

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

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

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/27/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 11/03/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/04/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

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 22, 2016 Agenda Item: 57113

Summary of request/proposal:
Sheriff's Office (1100)-
Approval of the following personnel actions, effective 11/28/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Sheriff Step I	0084	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0086	119	0.00	500.00	500.00
				0.00	1,000.00	1,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$95.79
6-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
6-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
6-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$7.33
6-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$10.78
6-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.57
6-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$2.99
			2016 Budgetary Impact	$117.46

2017 Budgetary Impact: $1,227.70

Possible Funding Sources: Funds available within object code 119.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-57291 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Domestic Violence Court Grant (1289) / Criminal DA (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to authorize supplemental pay allowance to the following employee, effective next full pay period, 11/28/2016:

Employee#	Dept/ Program	Slot#	Position Title	Proposed Allowance Amount
210170	080-002	0010	Assistant District Attorney III	$11,720.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

Appropriation of funds - AI-56995 (CC Regular 10/25/16)
Payment of Supplemental Pay allowance and related fringe benefits to be paid from the General Fund Account. Expenditures are on a reimbursement basis and will be reclassified to the grant fund.

Grant Fiscal Year: 2017
County Calendar Year: 2016
Grant Period: 09/01/16 - 08/31/17

Attachments

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:54 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Diana Munoz		Started On: 11/09/2016 01:23 PM
Final Approval Date: 11/10/2016		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 04 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 11/3/2016

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 002-010

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Adding supplemental pay

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

POSITION SALARY REQUEST:

Supplemental Salary:

$ 0.00 Current Budgeted Salary $ 11,720.00 Proposed Budgeted Salary $ 11,720.00 Net Change

Position to be funded from one of the following:

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

☒ Other Domestic Violence Court Grant (1289)

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

THE DOMESTIC VIOLENCE COURT GRANT ALLOCATES FUNDING FOR PERSONNEL COSTS ASSOCIATED WITH ONE PROSECUTOR OR REPRESENTATIVE FROM THE DA'S OFFICE WHO REVIEWS CASES AND PARTICIPATES IN THE STAFFING OF DOMESTIC VIOLENCE CASES.

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

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

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/04/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/10/2016 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/14/2016 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

AI-57315 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Juvenile Detention (1100)/Juv Dir Supervision (1100)/IV-E Foster Care DS (1296):
1. Approval to rescind action on Item 9.A. AI-57070 1., 2. & 4.
2. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
3. 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	$36,366.00	$36,366.00
				$480.00	$0.00
Create Allowance Slot (Add longevity)	330-031 (IV-E Foster Care DS)	7104	Probation Officer	$43,147.00	$43,147.00
	330-001 (Juv Dir Supervision)	7124		$0.00	$480.00

4. Approval to revise the salary schedules 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 11/10/16.

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 via transfer on 11/01/16 (AI-57070).

FISCAL YEAR: 2016 **ACCT. #:** 6-1296-423-71-330-031-7-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fiscal Note

PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:55 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Diana Munoz		Started On: 11/09/2016 04:49 PM
Final Approval Date: 11/10/2016		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 15, 2016 Agenda Item: 57315

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	113	36,366.00	36,366.00	0.00
1100	JSO/Detention Officer	7925	115	480.00	0.00	(480.00)
				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 Co. Budget Office
2/3/2005

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 15, 2016 Agenda Item: 57315

Summary of request/proposal:
IV-E Foster Care DS (1296)-
Approval of the following personnel actions, effective 10/19/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1296	Probation Officer	7104	113	43,147.00	43,147.00	0.00
				43,147.00	43,147.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1296-423-71-330-031-7	113	IV-E FOSTER CARE DS-	REGULAR FULL TIME	$0.00
6-1296-423-71-330-031-7	211	IV-E FOSTER CARE DS-	HEALTH INSURANCE	$0.00
6-1296-423-71-330-031-7	212	IV-E FOSTER CARE DS-	LIFE INSURANCE	$0.00
6-1296-423-71-330-031-7	220	IV-E FOSTER CARE DS-	FICA	$0.00
6-1296-423-71-330-031-7	230	IV-E FOSTER CARE DS-	RETIREMENT	$0.00
6-1296-423-71-330-031-7	250	IV-E FOSTER CARE DS-	UNEMPLOYMENT COMP	$0.00
6-1296-423-71-330-031-7	260	IV-E FOSTER CARE DS-	WORKER'S COMP	$0.00
			2016 Budgetary Impact	$0.00

2017 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

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 15, 2016 Agenda Item: 57315

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: Funds available within Department's budget.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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*

- [x] Longevity
- [ ] Supplemental
- [ ] Interpreter
- [ ] Auto
- [ ] Clothing

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
Allowance Amount:	$ 480.00	$ 0.00	-$ 480.00

TOTAL BUDGETARY IMPACT: -$ 480.00

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

- [x] Current Department Budget
- [ ] Salary Adjustment
- [ ] Annual Budget Cycle
- [ ] Other
- [ ] Will Require Additional Funds

POSITION TYPE:

- [x] Full Time Regular Object Code 113
- [ ] Full Time Temporary Object Code 121
- [ ] Part Time Regular Object Code 114
- [ ] Part Time Temporary Object Code 122

CIVIL SERVICE:

- [x] Exempt
- [ ] Non-Exempt

FLSA:

- [ ] Exempt
- [x] Non- Exempt

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

Longevity for this slot will no longer be needed.

POS

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

Department Head	Date 10-27-16
Department of Human Resources	Date 10/31/2016
Department of Budget & Management	Date 10/31/2016

COUNTY OF HIDALGO
Human Resources Department

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HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM
(ALLOWANCES)

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

DATE:	10/26/2016	**CURRENT POSITION TITLE:**	DM
DEPARTMENT NAME:	JUVENILE DIR SUPERVISION	**CURRENT SLOT NO.:**	330-001-A7124 (PROPOSED)
DEPARTMENT NO.:	330-001	**REQUESTED POSITION TITLE:**	PROBATION OFFICER

ALLOWANCE REQUEST: *Type of Allowance*

- [x] Longevity
- [ ] Supplemental
- [ ] Interpreter
- [ ] Auto
- [ ] Clothing

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
Allowance Amount:	$ 0.00	$ 480.00	$ 480.00

TOTAL BUDGETARY IMPACT: $ 480.00

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

- [x] Current Department Budget
- [ ] Salary Adjustment
- [ ] Annual Budget Cycle
- [ ] Other 6-1100-423-71-330-001-0-115
- [x] Will Require Additional Funds

POSITION TYPE:

- [x] Full Time Regular Object Code 113
- [ ] Full Time Temporary Object Code 121
- [ ] Part Time Regular Object Code 114
- [ ] Part Time Temporary Object Code 122

CIVIL SERVICE:

- [x] Exempt
- [ ] Non-Exempt

FLSA:

- [ ] Exempt
- [x] 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	Date 10.26.16
Department of Human Resources	Date 10/31/2016
Department of Budget & Management	Date 10/31/2016

AI-57075 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Facilities Management (1100):
1. Discussion, consideration, and approval to change a position title as follows, effective next full pay period.

Action	Slot#	Dept. / Program	Position Title	Budgeted Salary	Proposed Position Title
Title Change	0017	220-001	Air Condition Technician Helper	$26,794.00	Custodian II

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact; Title Change Only.

Attachments

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/07/2016 10:32 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Diana Munoz		Started On: 10/26/2016 04:00 PM
Final Approval Date: 11/10/2016		

COUNTY OF HIDALGO
Human Resources Department

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HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 10/26/2016
DEPARTMENT NAME: Facilities Management
DEPARTMENT NO.: 220-001
CURRENT POSITION TITLE: Air Condition Technician Helper
CURRENT SLOT NO.: 0017
REQUESTED POSITION TITLE: Custodian II

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

SALARY REQUEST:

$ 26,794.00	$ 26,794.00	$ 0.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

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

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt
FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Employee is being re-assigned.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	10/26/2016 Date
Department of Human Resources	11/03/2016 Date
Department of Budget & Management	11/04/2016 Date

AI-57341 **Human Resources** **10. E.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

PCT 4 ROAD MAINTENANCE (1200):
1. Discussion, consideration, and approval of the following personnel actions, effective next full pay period 11/28/2016:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	124-007	0034	Equipment Operator I	$26,341.00	$0.00
Delete	124-007	0078	Administrative Assistant IV	$36,312.00	$0.00
Create	124-007	0084	GIS Operator III	$0.00	$52,937.00

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Cost Savings

Attachments

JOB DESCRIPTION
Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 01:14 PM
Human Resources	Diana Munoz	11/10/2016 04:43 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Diana Munoz Started On: 11/10/2016 11:59 AM
Final Approval Date: 11/10/2016

HIDALGO COUNTY PRECINCT #4

GIS OPERATOR III

GENERAL DESCRIPTION

Performs highly complex (senior-level) geographic information system work: Work involves input and manipulation of geographic information to create, maintain, display, update, and produce accurate maps and other representation of data; May supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Reviews maps, graphs, or diagrams using geographic information software and related equipment

Reviews geographic data from sources including censuses, field observations, satellite imagery, aerial photographs, and existing maps

Digitizes and maintains spatial databases of relevant information, document procedures, validates data for accuracy and completeness, completes approved metadata forms, and produces maps of the resulting information

Evaluates information and data from outside sources, determines the quality of the data, and converts data to assist users

Imports, creates, reformats, and processes data to produce spatial distribution maps for various studies

Writes programs and develops user interfaces, menus, and macro-level commands to meet user needs

Coordinates the entry and validation of database records

Provides consulting services in fields such as resource development and management, environmental hazards, transportation management, regional cultural history, and urban social planning

Develops geographic information systems that may link parcel maps or orthophotos with environmental data, historic data, transportation data, and health data to produce maps or quantify information about the impacts of features on parcel ownership

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in geographic information systems analysis and design work

Graduation from an accredited four (4) year college or university with major course work in computer science, computer information systems, geography, geographic information system technology, management information systems, or a related field

Education and experience may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of terminology related to geographic information systems, including legal descriptions, cartography, engineering, construction plans, aerial photography, and orthophotography

Skill in solving problems; in testing, installing, and implementing geographic information system programs; and in troubleshooting system issues

Ability to analyze geographic information systems and procedures; to read and interpret surveys, legal descriptions, cartography, engineering documents, construction plans, aerial photography, and orthophotography; to communicate effectively; and to supervise the work of others

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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 15, 2016** **Agenda Item:** **57341**

Summary of request/proposal:
PCT 4 RD MAINTENACE (1200): Approval of the following personnel actions, effective 11/28/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Equipment Operator I	0034	113	26,341.00	0.00	(26,341.00)
1200	Administrative Assistant IV	0078	113	36,312.00	0.00	(36,312.00)
1200	GIS Operator III	0084	113	0.00	52,937.00	52,937.00
				62,653.00	52,937.00	(9,716.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-124-007-0-	113	PCT 4 RD MAINT-	REG F/T EMPLOYEES	($930.65)
6-1200-431-00-124-007-0-	211	PCT 4 RD MAINT-	HEALTH INSURANCE	($590.80)
6-1200-431-00-124-007-0-	212	PCT 4 RD MAINT-	LIFE INSURANCE	($3.60)
6-1200-431-00-124-007-0-	220	PCT 4 RD MAINT-	FICA	($71.19)
6-1200-431-00-124-007-0-	230	PCT 4 RD MAINT-	RETIREMENT	($104.70)
6-1200-431-00-124-007-0-	250	PCT 4 RD MAINT-	UNEMPLOYMENT COMP	($5.58)
6-1200-431-00-124-007-0-	260	PCT 4 RD MAINT-	WORKER'S COMP	($64.03)
			2016 Budgetary Impact	($1,770.55)

2017 Budgetary Impact ($12,473.13)

Possible Funding Sources: **COST SAVINGS**

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO
Human Resources Department

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HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 11/09/2016

DEPARTMENT NAME: Pct 4 Road Maintenance

DEPARTMENT NO.: 124 -007

CURRENT POSITION TITLE: ~~Heavy~~ Equipment Operator 1

CURRENT SLOT NO.: 007-0034

REQUESTED POSITION TITLE:

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

SALARY REQUEST: $ 26,341.00 (Current Grade & Step Budgeted Salary) | Ø (Proposed Grade & Step Budgeted Salary) | -$ 26,341.00 (Net Change)

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Department is in no longer in need of this position

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Precinct 4 Re-Organization Plan

POSITION RECLASSIFICATION COMMENTS: *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Department Head — Date: 11/09/2016

Department of Human Resources — Date: 11/10/2016

Department of Budget & Management — Date: 11/14/2016

COUNTY OF HIDALGO
Human Resources Department

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HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE:	11/09/2016	**CURRENT POSITION TITLE:**	Administrative Assistant IV
DEPARTMENT NAME:	Pct 4 Road Maintenance	**CURRENT SLOT NO.:**	007-0078
DEPARTMENT NO.:	124 - 007	**REQUESTED POSITION TITLE:**	

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

SALARY REQUEST:

$ 36,312.00	Ø	-$ 36,312.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Department is in no longer in need of this position

POSITION TYPE:

☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____

Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Precinct 4 Re-Organization Plan

* **POSITION RECLASSIFICATION COMMENTS:** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Joseph Palacios Department Head	11/09/2016 Date
Department of Human Resources	11/10/2016 Date
Department of Budget & Management	11/14/2016 Date

COUNTY OF HIDALGO
Human Resources Department

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NOV 10 2016
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

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

DATE: 11/10/2016
DEPARTMENT NAME: Pct 4 Road Maintenance
DEPARTMENT NO.: 124-007
CURRENT POSITION TITLE:
CURRENT SLOT NO.: (Proposed) 0084
REQUESTED POSITION TITLE: GIS Operator ~~IV~~ III

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

SALARY REQUEST:

Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
Ø	~~$ 53,565.00~~ 52,937.00	~~$ 53,565.00~~ 52,937.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other To be funded from deleted positions

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

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt
FLSA: ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Precinct 4 Re-Organization Plan
Will create slot #007-0084

* **POSITION RECLASSIFICATION COMMENTS:** *(Attach completed Reclassification Analysis Form and additional pages if needed)*

Joseph Palacios — Department Head — Date 11/10/2016
Department of Human Resources — Date 11/10/2016
Department of Budget & Management — Date 11/14/2016

HR Form: 032 6/20/2016

AI-57212 **IT Department** **12. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 2

Authorization and approval to purchase equipment with data service through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	One Time Equipment Cost:
5	Apple iPad	Office Use	4G Mobile Broadband Unl @ $37.99 ea/per month	Apple iPad Mini 2-32GB @ $349.99 + Otter Box w/ Hand Strip @ $45.49 + Screen Protector @ $22.74 = $418.22 X 5 = $2,091.10

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of Req# 00308331.

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/07/2016 10:22 AM
Linda Flores	Linda Flores	11/07/2016 10:37 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Griselda Salazar		Started On: 11/04/2016 08:20 AM
Final Approval Date: 11/10/2016		

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

Req# 308331
Adm.

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	161021105628
DATE	10/21/2016
TERM	Annual (12 Months)
PAGE	1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99	5	$37.99	N	Unlimited	$0.00	$189.95	$2,279.40
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
532 NIGP 92002		$0.00				$0.00	$0.00
	5					$189.95	$2,279.40

MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)] $2,279.40

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
Apple iPad Mini 2 - 32GB	5	$349.99	$1,749.95
		$0.00	$0.00
		$0.00	$0.00
1660 NIGP 20454		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	5		$1,749.95

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
Otter Box with Hand Strap	5	$69.99	$45.49	$227.45
Screen Protector	5	$34.99	$22.74	$113.70
			$0.00	$0.00
610 NIGP 53046 20734			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
	10			$341.15

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$2,091.10

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$189.95	$2,279.40
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$2,091.10
INVESTMENT TOTAL		$4,370.50

4Q16 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 161021105828

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3415 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 07/06/2016

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date:	October 21, 2016
Customer Name:	Hidalgo County
Sales Representative:	Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature: [signature]

Department: Precinct 2 Dept#: 122

Quantity: 5

Service: $37.99 /mo (x) 2 months = 189.95 Account: 6-1200-431-00-122-005-0 -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $2,471.00 Requisition Number: 308331

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Comm. Eduardo Cantu 10/24/11

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband @ 37.99 X 5 = 189.95 /month

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00308331

PO # 752247
Date: 10/20/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: RGARCIA
956-787-1891

Contract No: DIR-TSO-3415

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-TSO-3415 EXP. 4/27/2020 PCT 2 ROAD AND MAINTENANCE IPADS FOR STAFF DO NOT DUPLICATE ORDER		
2.00	MONTH	CO 4G MOBILE BROADBAND UNLIMITED 5 @ $37.99 = $189.95 MONTHLY FEE	189.95	379.90
5.00	EACH	CO ** ASSET #'S 70466-70470 ** APPLE IPAD MINI 2 - 32GB	349.99	1,749.95
5.00	EACH	CO OTTER BOX WITH HAND STRAP	45.49	227.45
5.00	EACH	CO SCREEN PROTECTOR	22.74	113.70
		Account No	Encumbrance	
		6-1200-431-00-122-005-0-532	379.90	
		6-1200-431-00-122-005-0-610	341.15	
		6-1200-431-00-122-005-0-660	1,749.95	
			Freight	.00
			Total	2,471.00

Authorized By: _____

AI-57165 **IT Department** **12. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

PLANNING DEPARTMENT

Authorization and approval to change the names assigned to the equipment through the County's membership/participation with CONTRACT DIR-TSO-3514 with VERIZON WIRELESS for the following:

Description:	Currently Assigned to:	Transfer To:	Employee I.D.	MDN:
Name Change	Office Use	Felicia Arredondo	215651	956-609-5772

BACKGROUND

Fiscal Impact

Attachments

Request Forms

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	11/01/2016 11:11 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Griselda Salazar Started On: 11/01/2016 10:42 AM

Final Approval Date: 11/10/2016

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☒ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other: Iphone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON-(956)609-5772

Office Use / Employee: Office Use Employee ID#_____ Signature: X_____

Department: Planning Dept#: 210

Quantity: 1

Service: $ 115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0- **-532**

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0- 532 **-619/664-**

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ **-532**

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	T.J. Arredondo	8-26-16

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	9/1/16

(4) IT DEPARTMENT ONLY:

Service Type Codes: Transfer to Felicia Arredondo 956-609-5772

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☐ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☑ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other: Iphone	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)609-5772

Office Use / Employee: Felicia Arredondo Employee ID# 215651 Signature: [signature]

Department: Planning Dept. Dept#: 210

Quantity: 1

Service: $115.49 /mo (x) 5 months = $577.45 Account: 6-1100-419-10-210-001-0 -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0 532 -619/664

Requisition Total: $5,114.05 **Requisition Number:** Req #299022

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

[signature] Tomas T. Arredondo 8-29-16

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 9/1/16

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Assign 956-609-5772

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-57270 **Urban County** **13. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to reject a sole bid received for the City of Edcouch – Park Improvements Project to: Bell Park (RFB No. 5015/16-20-0306-5000-2000-UCP-ML).

BACKGROUND

Procurement Schedule:

Advertisement dates: November 18, 2016 and November 28, 2016
Pre-Bid Conference: December 6, 2016 at 10:00 a.m.
Bid Opening date: December 14, 2016 at 9:30 a.m.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

City of Edcouch Recommendation Letter to Reject Bids and Re-advertise

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:38 AM
Linda Flores	Linda Flores	11/10/2016 11:57 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Olga Lerma		Started On: 11/09/2016 09:02 AM

Final Approval Date: 11/10/2016

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS

November 10, 2016

Mrs. Monica Leal
UCP Project Coordinator
City of Edcouch
427 E. Duranta, Suite 107
Alamo, TX 78516

Re: City of Edcouch Park Improvements Project to Bell Park
Hidalgo County-Urban County Program (UCP)
Project No. 5015/16-20-0306-5000-2000-UCP-ML
Recommendation to Reject Bids and Re-advertise

Mrs. Leal,

On Wednesday, November 2, 2016 one (1) bid was received and opened for the above referenced project at the publicly advertised time of 9:30 am. The bid amount received from RG Enterprises, LLC was over the amount of available funds.

We have also been advised that the bid solicitation for this project was not publicly advertised the required two (2) weeks as a result of a technical error committed by the newspaper. Our understanding is that the solicitation was only advertised for one (1) week.

Being that the advertisement was not carried out in accordance with bid solicitation requirements of the UCP, our office will not be able to process this contract and as a result is recommending that the sole bid received be rejected and that the project be re-advertised and bid again.

I appreciate your understanding and if you should have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,
Fulcrum Consulting Services

, P.E.

Daniel Campos, P.E.

XC: Mr. Noe Cavazos – City Manager, City of Edcouch
Mr. Pete DeLaCruz – UCP Program Coordinator, City of Edcouch

Office: (956) 797-3411 P.O. Box 530540 Harlingen, Texas 78553 Fax: (956) 797-3400

AI-57302 **Urban County** **13. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $17,806.92 for (Zone 5-Final) the installation of primary poles and street lights within the City of Sullivan City.

BACKGROUND

AEP is a sole provider of light service in the Sullivan City, city limits. The city is requesting street lights and street light poles to be installed utilizing the FY 2012 Sullivan City Street Improvements project line item. (Attached for review is the AEP Contribution-In-Aid-of Construction Agreement and Sole Source Declaration)

Contract Amount: $17,806.92

Funds Available: $34,888.35 2012 Sullivan City Street Improvements

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Fiscal Impact

Attachments

AEP Texas Construction Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 03:47 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Olga Lerma		Started On: 11/09/2016 02:39 PM

Final Approval Date: 11/10/2016

AEP Texas

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

CITY OF SULLIVAN
Service: FLORES RD & 9TH ST
SULLIVAN CITY, TX

Contract #: DWMS00000348571 Work Request #: 62381545

Date: 10/25/2016

You, CITY OF SULLIVAN (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:WR# 62381545 - JV - THE INSTALL OF 25-250W HPS STREETLIGHTS ON 6' ARMS IN THE CITY OF SULLIVAN, TX. AS PER CUSTOMER THE CITY OF SULLIVAN.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 17,806.92. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to WR# 62381545 - JV - THE INSTALL OF 25-250W HPS STREETLIGHTS ON 6' ARMS IN THE CITY OF SULLIVAN, TX. AS PER CUSTOMER THE CITY OF SULLIVAN., and the Customer agrees to provide PAY CIAC OF $17,806.92 PRIOR TO JOB BEING RELEASED TO AEP'S CONSTRUCTION DEPARTMENT and to be ready to take electric service on or before 10/25/2016.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 1/23/2017 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	AEP Texas
Signature:	_____	Signature:	Krystal Hernandez
Title:	_____	Title:	Cust Design Manager
Date:	_____	Date:	10/28/2016

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
Attn: Rose Underwood
5700 N Cage Blvd
Pharr, TX 78577

Bill To:
CITY OF SULLIVAN

Company No: 211
Contract No: DWMS00000348571
Customer No:
Date: 10/25/2016
Amount Due: 17,806.92

Amount Remitted: _____

Contract No: DWMS00000348571
Date: 10/25/2016

PRO FORMA

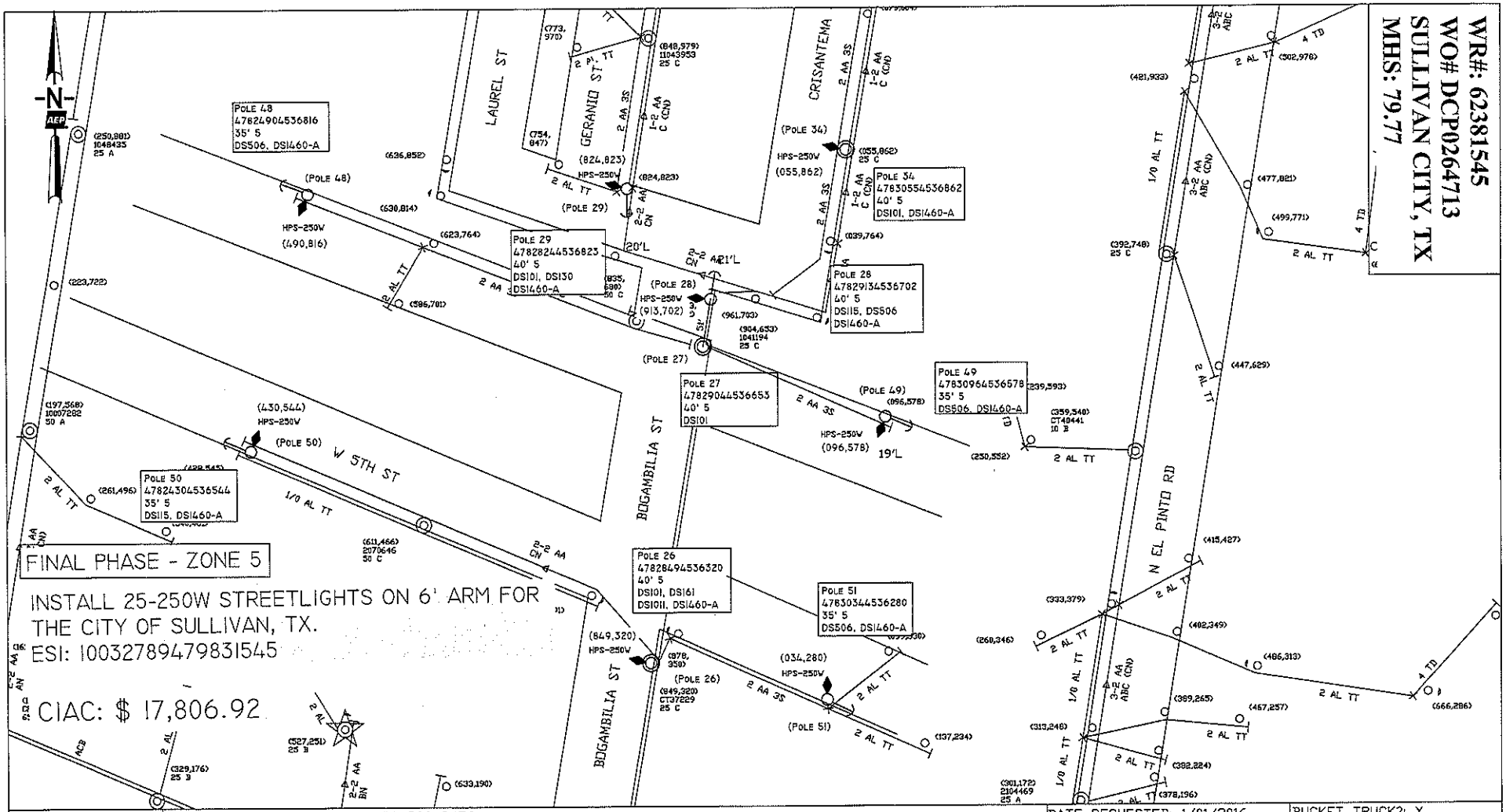
Customer No:
Purchase Order: 62381545

Description	Quantity	UOM	Init Amt	Net Amount
WR# 62381545 - JV - THE INSTALL OF 25-250W HPS STREETLIGHTS ON 6' ARMS IN THE CITY OF SULLIVAN, TX. AS PER CUSTOMER THE CITY OF SULLIVAN.	1.0	EA	17,806.92	17,806.92

Amount Due: 17,806.92

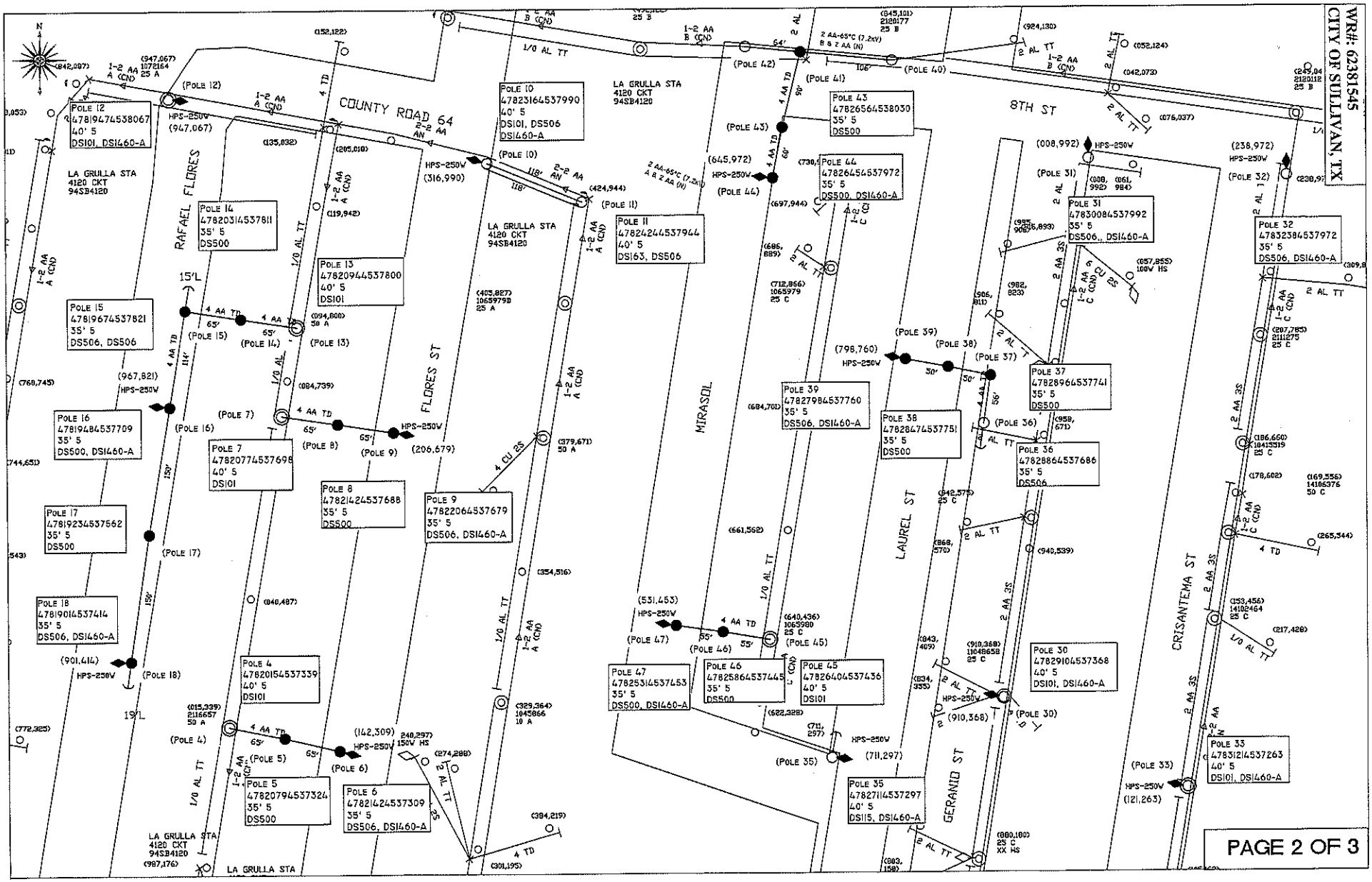
RECEIVED
OCT 28 2016
Urban County Program

WR#: 62381545
WO# DCP0264713
SULLIVAN CITY, TX
MHS: 79.77



JOB NAME: JUDY DAVILA - 956-566-9456				DATE REQUESTED: 1/01/2016	BUCKET TRUCK?: Y
LOCATION: BOUGAMBILIA & 5TH ST, CITY OF SULLIVAN, TX.		COUNTY: HIDALGO		DATE REQUIRED: 12/20/2016	TRUCK TO SITE?: Y
DIVISION: CP	DISTRICT: 177-LAREDO		CREW HQ: 11712		4 WD?: N
W/R#: 62381545	WO#: DCP0264713		STA/CIRCUIT NAME: LA GRULA STA	STATION NO:	CIRCUIT NO: 94SB4120
JU PROPOSAL(S): EDN10039	CP020005	S107BCN	VOLTAGE: 7.2/12.47 kV		MAP: rgv.gst
NOT STAKED, NOT CLEARED			PHASES: ABCN		QUAD:
COMMENTS: STREETLIGHTS PROJECT FOR THE CITY OF SULLIVAN ON EXISINTG SUBDIVISIONS WITH BAKC-LOT CONSTRUCTION			DATE: 10/24/2016	PRINT#: 1	SCALE: 1" = 100'
			DRAWN BY: Jesus Valladares 956-283-2339		PAGE: 1 OF 3

AEP AMERICAN ELECTRIC POWER


WR#: 62381545
CITY OF SULLIVAN, TX
COUNTY ROAD 64
RAFAEL FLORES
FLORES ST
MIRASOL
LAUREL ST
GERANIO ST
CRISANTEMA ST
8TH ST
LA GRULLA STA
4120 CKT
94SB4120
POLE 12
47819474538067
40' 5
DS101, DS1460-A
POLE 10
47823164537990
40' 5
DS101, DS506
DS1460-A
POLE 43
47826564538030
35' 5
DS500
POLE 44
47826454537972
35' 5
DS500, DS1460-A
POLE 14
47820314537811
35' 5
DS500
POLE 13
47820944537800
40' 5
DS101
POLE 11
47824244537944
40' 5
DS163, DS506
POLE 31
47830084537992
35' 5
DS506, DS1460-A
POLE 32
47832384537972
35' 5
DS506, DS1460-A
POLE 15
47819674537821
35' 5
DS506, DS506
POLE 16
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DS500, DS1460-A
POLE 7
47820774537698
40' 5
DS101
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DS500
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DS101
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DS101, DS1460-A
POLE 35
47827114537297
40' 5
DS115, DS1460-A
POLE 33
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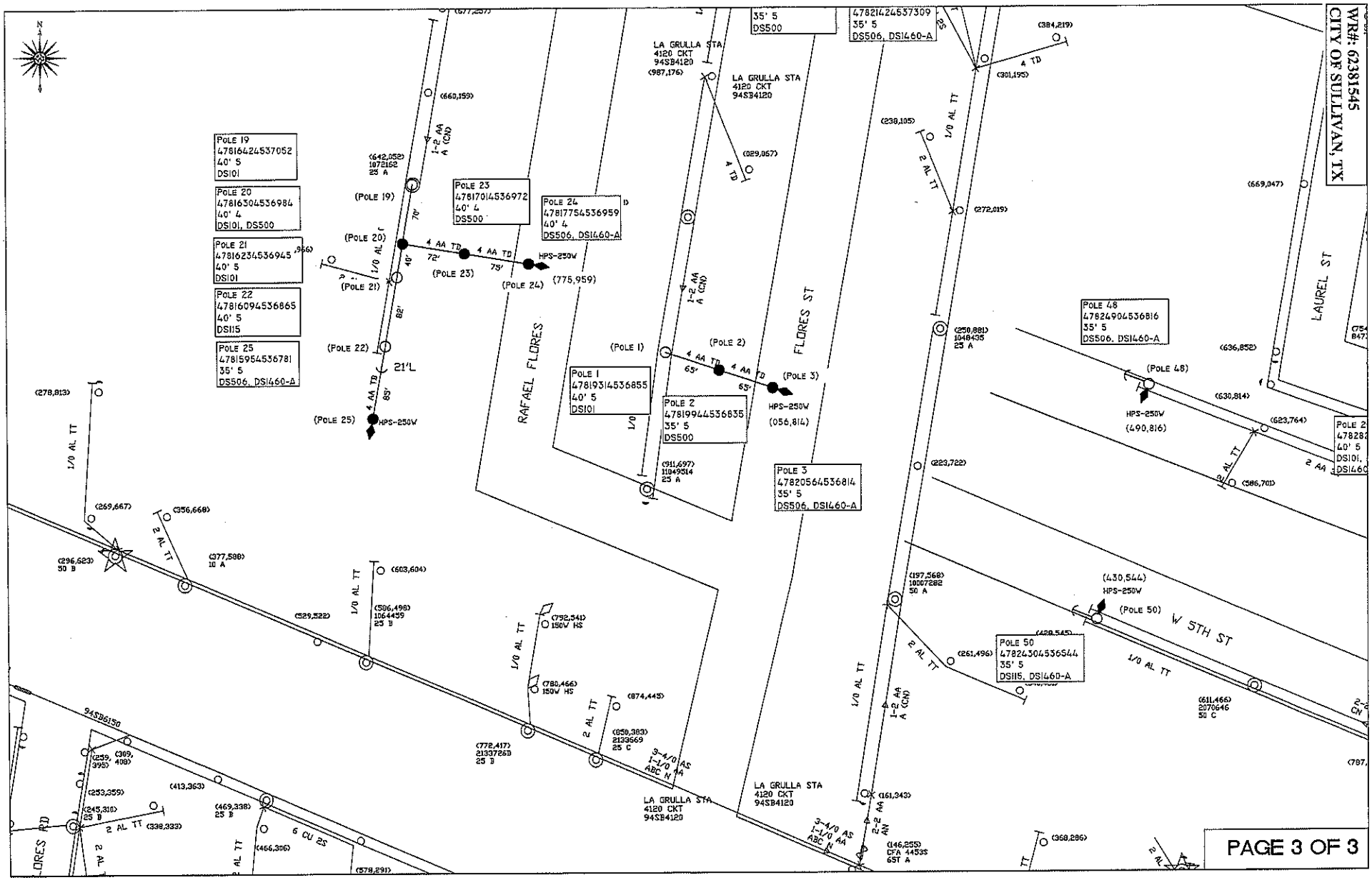
40' 5
DS101, DS1460-A
15'L
19'L
PAGE 2 OF 3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CITY OF SULLIVAN, TX
POLE 19
47816424537052
40' 5
DS101
POLE 20
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40' 4
DS101, DS500
POLE 21
47816234536945
40' 5
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POLE 22
47816094536865
40' 5
DS115
POLE 25
47815954536781
35' 5
DS506, DS1460-A
POLE 23
47817014536972
40' 4
DS500
POLE 24
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40' 4
DS506, DS1460-A
POLE 1
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40' 5
DS101
POLE 2
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35' 5
DS500
POLE 3
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POLE 48
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DS506, DS1460-A
POLE 50
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DS115, DS1460-A
LA GRULLA STA
4120 CKT
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PAGE 3 OF 3

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: March 6, 2014

RE: "Sole Source Declaration"- Hidalgo County Maintenance Facility

---

American Electric Power (AEP) is the sole provider in Hidalgo County for a turn-key solution to supply lighting equipment, as well as repairs and maintenance services.

Hidalgo County requires a turn-key solution to extend overhead single phase for the new (under construction) Hidalgo County Precinct No. 2 Equipment and Maintenance Facility.

Therefore commencing with Precinct #2, Hidalgo County requires a Contribution-In-Aid-of-Construction Agreement with AEP for the provision of a turn-key solution to provide and service the new Hidalgo County Precinct No. 2 Equipment and Maintenance Facility (under construction).

This declaration will remain in effect as long as American Electric Power (AEP) continues to be the sole source for turn-key solutions for lighting with repair and maintenance services for all applicable Hidalgo County Elected Offices, Departments, Programs and Agencies (for all eligible, permitted and applicable funding sources) unless otherwise revoke by Hidalgo County Commissioners Court.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AEP TEXAS
A unit of American Electric Power

AEP Texas
5700 North Cage Blvd.
Pharr, TX 78577-7921
956/283-2441
www.aeptexas.com

April 28, 2015

Judy Davila
City of Sullivan City
500 S Cenizo Street
Sullivan City, TX 78595

Subject: AEP Service Territory

Dear Ms. Davila,

AEP Texas is and Transmission and Distribution Service Provider regulated by the Public Utility Commission of Texas (PUCT). The PUCT certifies utilities to serve a particular geographic area. Based on the PUCT certified maps, all of the land within the city limits of the City of Sullivan City is certificated to AEP Texas. AEP Texas is the sole company that can provide electric distribution services in Sullivan City. AEP Texas provides this service pursuant to our Manual of Tariffs which is also approved by the PUCT.

Please let me know if you have any other questions. You may call me at 956-283-2441 with any questions.

Sincerely

Lee Jones, PE
Community Affairs Manager

AI-57231 **Urban County** **13. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Subject to HB 1295 Compliance, requesting consideration and action to award and enter into a construction contract with 2GS, LLC dba Earthworks Enterprise in the amount of $226,127.00. UCP Year 28 (2015) City of San Juan Street Improvement funds will be utilized.

BACKGROUND

The bid opening was held on October 19, 2016 and the lowest responsible bidder meeting all specifications and/or requirements was 2GS, LLC dba Earthworks Enterprise. Project consists of the repaving of several streets (Iowa, 3rd and 4th) including but not limited to adjacent/abutting streets within the same general vicinity, related appurtenances, professional engineering services, geotechnical and material testing, etc. Locations: Iowa Street (from 1st Street to Railroad), 3rd Street (from Kansas to Wyoming), and 4th Street (from Kansas to Wyoming). Please see attached letter of recommendation by the project engineer and contractor's general liability insurance. Project engineering firm is Perez Consulting Engineers.

Contractor: 2GS, LLC dba Earthworks Enterprise

Contract Amount: $226,127.00

Available Funds:
$ 38,737.28 2010 St. Imp.
$ 14,314.72 2011 St. Imp.
$ 9,389.40 2012 St. Imp.
$ 50,000.00 2014 St. Imp.
$225,849.95 2015 St. Imp.
$338,291.35 Total

Fiscal Impact

Attachments

San Juan St. Impv. Bid Tabulation & Contract

Earthworks Insurance & Form 1295

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/07/2016 10:23 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Olga Lerma Started On: 11/07/2016 10:02 AM

Final Approval Date: 11/10/2016

PCE
Perez Consulting Engineers

October 21, 2016

Hidalgo County Urban County Program
Diana R. Serna, Director
427 E. Duranta Avenue
Alamo, Texas 78516

Re: Recommendation to Award
SAN JUAN 2015 STREET IMPROVEMENTS
BID NO. 5015-0311-5000-7500-UCP-GVG

Dear Ms. Serna:

Bids were opened and read aloud for the above referenced project on October 19, 2016 and tabulated as follows:

Bidder	Base Bid Paving	Alternate 1 Drainage	Section 3 Certified
2GS, LLC dba: Earthworks Enterprise	$ 221,327.00	$ 4,800.00	Yes
Foremost Paving, Inc.	$ 281,410.00	$ 4,400.00	No
IOC Company	$ 282,630.00	$ 5,500.00	No
Valley Paving	$ 284,347.50	$ 4,500.00	No
RG Enterprises, LLC dba: G&G Contractors	$ 310,390.19	$ 13,900.00	No
Jimmy Closner & Sons	$ 315,820.50	$ 12,000.00	Yes
RDH Site & Concrete	$ 316,590.00	$ 5,000.00	Yes
Artillery LLC	$ 382,230.00	$ 4,000.00	No

The time for substantial completion for the Project will be 90 consecutive calendar days from the Notice to Proceed.

The Engineer hereby recommends awarding the Contract to **2GS, LLC dba: Earthworks Enterprise** for the Base Bid of $221,327.00 plus Alternate No. 1 in the amount of $4,800.00 for the total Contract price of **$226,127.00.** We understand that Earthworks Enterprises has successfully completed jobs for Hidalgo County similar to this project.

Should you have any questions regarding this recommendation, please advise us.

Respectfully submitted
PEREZ CONSULTING ENGINEERS. LLC

J. David Perez, P.E.
President

Encl: Bid Tabulation Sheet

808 Dallas Ave. • McAllen, TX 78501 • 956.631.4482 • 956.682.1545 fax

BID TABLULATION
SAN JUAN 2015 STREET IMROVEMENTS
URBAN COUNTY PROGRAM
SAN JUAN, TEXAS
BID NO.: 5015-75-0311-5000-7500-UCP-GVG

BIDS OPENED: Wednesday, October 19, 2016
TIME: 9:30 AM
LOCATION: Hidalgo County Purchasing Dept.

				Earthworks Enterprise		Foremost Paving, Inc.		IOC Company		Valley Paving		RG Ent., LLC dba G&G Contractors		Jimmy Closner & Sons		RDH Site & Contrete		Artillery LLC	
ITEM #:	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A. BASE BID																			
1. Paving Improvements																			
1	Demolition	12,500	SY	$ 2.50	$ 31,250.00	$ 3.00	$ 37,500.00	$ 3.50	$ 43,750.00	$ 3.90	$ 48,750.00	$ 2.03	$ 25,375.00	$ 2.00	$ 25,000.00	$ 5.00	$ 62,500.00	$ 4.00	$ 50,000.00
2	Reworking Base Course, TxDOT Item 251, Type D,	11,600	SY	$ 3.15	$ 36,540.00	$ 4.50	$ 52,200.00	$ 4.50	$ 52,200.00	$ 4.75	$ 55,100.00	$ 8.41	$ 97,556.00	$ 10.00	$ 116,000.00	$ 7.00	$ 81,200.00	$ 6.00	$ 69,600.00
3	Reworking Base Course, TxDOT Item 251, Type B,	730	SY	$ 4.50	$ 3,285.00	$ 4.50	$ 3,285.00	$ 6.00	$ 4,380.00	$ 8.75	$ 6,387.50	$ 7.54	$ 5,504.20	$ 20.00	$ 14,600.00	$ 7.00	$ 5,110.00	$ 20.00	$ 14,600.00
4	Flexible Base, (For make-up) conforming to TxDOT Spec. Item 247	180	TON	$ 5.55	$ 999.00	$ 30.00	$ 5,400.00	$ 30.00	$ 5,400.00	$ 12.00	$ 2,160.00	$ 19.72	$ 3,549.60	$ 10.00	$ 1,800.00	$ 25.00	$ 4,500.00	$ 20.00	$ 3,600.00
5	1-1/2-inch- Hot Mix Asphaltic Concrete, Type "D"	12,330	SY	$ 9.00	$ 110,970.00	$ 8.50	$ 104,805.00	$ 8.00	$ 98,640.00	$ 9.50	$ 117,135.00	$ 10.15	$ 125,149.50	$ 9.35	$ 115,285.50	$ 10.50	$ 129,465.00	$ 16.00	$ 197,280.00
6	18-inch Laydown Curb and Gutter,	230	LF	$ 12.00	$ 2,760.00	$ 15.00	$ 3,450.00	$ 25.00	$ 5,750.00	$ 15.00	$ 3,450.00	$ 10.73	$ 2,467.90	$ 15.00	$ 3,450.00	$ 11.00	$ 2,530.00	$ 20.00	$ 4,600.00
7	18-inch Curb and Gutter	95	LF	$ 12.00	$ 1,140.00	$ 24.00	$ 2,280.00	$ 35.00	$ 3,325.00	$ 15.00	$ 1,425.00	$ 10.73	$ 1,019.35	$ 15.00	$ 1,425.00	$ 11.00	$ 1,045.00	$ 20.00	$ 1,900.00
8	6-ft. Reinforced Concrete Valley Gutter	290	LF	$ 35.00	$ 10,150.00	$ 55.00	$ 15,950.00	$ 63.00	$ 18,270.00	$ 50.00	$ 14,500.00	$ 30.16	$ 8,746.40	$ 30.00	$ 8,700.00	$ 11.00	$ 3,190.00	$ 42.00	$ 12,180.00
9	Existing Sanitary Sewer Manholes Ring and Cover Adjustments	4	EA	$ 800.00	$ 3,200.00	$ 2,000.00	$ 8,000.00	$ 1,500.00	$ 6,000.00	$ 1,500.00	$ 6,000.00	$ 1,740.00	$ 6,960.00	$ 550.00	$ 2,200.00	$ 500.00	$ 2,000.00	$ 1,500.00	$ 6,000.00
10	Water Valve Box and Cover Adjustments	4	EA	$ 350.00	$ 1,400.00	$ 1,400.00	$ 5,600.00	$ 900.00	$ 3,600.00	$ 800.00	$ 3,200.00	$ 696.00	$ 2,784.00	$ 350.00	$ 1,400.00	$ 1,000.00	$ 4,000.00	$ 1,500.00	$ 6,000.00
11	6-inch thick Reinforced Concrete Pavement	660	SF	$ 5.50	$ 3,630.00	$ 15.00	$ 9,900.00	$ 15.00	$ 9,900.00	$ 7.00	$ 4,620.00	$ 4.93	$ 3,253.80	$ 10.00	$ 6,600.00	$ 7.50	$ 4,950.00	$ 7.00	$ 4,620.00
12	4-inch thick Reinforced Concrete Sidewalks,	420	SF	$ 4.65	$ 1,953.00	$ 12.00	$ 5,040.00	$ 12.00	$ 5,040.00	$ 6.00	$ 2,520.00	$ 4.58	$ 1,923.60	$ 8.00	$ 3,360.00	$ 5.00	$ 2,100.00	$ 5.00	$ 2,100.00
13	4" Reinforced Concrete Handicap Ramps	5	EA	$ 600.00	$ 3,000.00	$ 1,000.00	$ 5,000.00	$ 2,175.00	$ 10,875.00	$ 1,500.00	$ 7,500.00	$ 1,276.00	$ 6,380.00	$ 800.00	$ 4,000.00	$ 600.00	$ 3,000.00	$ 750.00	$ 3,750.00
14	Erosion Control Devices	1	LS	$ 550.00	$ 550.00	$ 10,500.00	$ 10,500.00	$ 2,500.00	$ 2,500.00	$ 2,850.00	$ 2,850.00	$ 9,860.00	$ 9,860.00	$ 4,500.00	$ 4,500.00	$ 4,000.00	$ 4,000.00	$ 1,500.00	$ 1,500.00
15	Traffic Control Plan, Barricades, Signs and Traffic Control	1	LS	$ 10,500.00	$ 10,500.00	$ 12,500.00	$ 12,500.00	$ 13,000.00	$ 13,000.00	$ 8,750.00	$ 8,750.00	$ 9,860.00	$ 9,860.00	$ 7,500.00	$ 7,500.00	$ 7,000.00	$ 7,000.00	$ 4,500.00	$ 4,500.00
PARKING LOT PAVING AND DRAINAGE IMPROVEMENTS TOTAL					$ 221,327.00		$ 281,410.00		$ 282,630.00		$ 284,347.50		$ 310,389.35		$ 315,820.50		$ 316,590.00		$ 382,230.00
AMOUNT SUBMITTED/NOTED ON BID:													$ 310,390.19						
B. Add Alternate No. 1																			
2. Drainage Improvements																			
1	Remove and Replace existing Type A-Inlet	1	EA	$ 4,800.00	$ 4,800.00	$ 4,400.00	$ 4,400.00	$ 5,500.00	$ 5,500.00	$ 4,500.00	$ 4,500.00	$ 13,900.00	$ 13,900.00		$ 12,000.00	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00
ACCESS DRIVE PAVING IMPROVEMENTS TOTAL					$ 4,800.00		$ 4,400.00		$ 5,500.00		$ 4,500.00		$ 13,900.00		$ 12,000.00		$ 5,000.00		$ 4,000.00

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: October 19, 2016 | **BID OPENING TIME: 9:30 am**

DESCRIPTION OF BID: "City of San Juan 2015 Street Improvements Project"

BID NO: 5015-75-0311-5000-7500-UCP-GVG

Addendum 1 required

PROCURMENT SPECIALIST:

	RFB NO.	NAME OF COMPANY	Addendum No. 1	Base Bid	Alternate No. 1	Bid Bond or Check Included
Sec. 3	#1	RDH Site and Concrete, LLC	Acknowledged	$316,590.00	$5,000.00	BID BOND INCLUDED
	#2	Artillery, LLC	Acknowledged	$382,230.00	$4,000.00	BID BOND INCLUDED
	#3	IOC Company, LLC	Acknowledged	$282,630.00	$5,500.00	BID BOND INCLUDED
Sec. 3	#4	Jimmy Closner & Sons Construction Co., Inc.	Acknowledged	$315,820.50	$12,00.00	BID BOND INCLUDED
	#5	RG Enterprises, LLC dba G&G Contractors	Acknowledged	$310,390.19	$13,900.00	BID BOND INCLUDED
Sec. 3	#6	2GS, LLC dba Earthworks Enterprise	Acknowledged	$221,327.00	$4,800.00	BID BOND INCLUDED
	#7	Valley Paving Inc.	Acknowledged	$284,347.50	$4,500.00	BID BOND INCLUDED
	#8	Foremost Paving Inc.	Acknowledged	$281,410.00	$28,510.00	BID BOND INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

CONSTRUCTION CONTRACT

This Agreement entered into this **15TH day of November, 2016** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **2GS, LLC dba Earthworks Enterprise (a Texas Limited Liability Company)** of **Peñitas,** State f Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **2015-San Juan Street Improvements**

PROJECT NO.: **5015-75-0311-5000-7500-UCP-GVG**

PROJECT DESCRIPTION: **Street Improvements**

heinafter called the project, for the sum of **($226,127.00) – Two Hundred Twenty-Six Thousand, One Hundred Twenty-Seven Dollars and Zero Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Perez Consulting Engineers** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(90) Ninety** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five Hundred Dollars and Zero Cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____

Humberto Garcia, Jr. President

Name of Firm: 2GS, LLC, dba Earthworks Enterprise
Address: P.O. Box 595
Peñitas, Texas 78576

Federal I.D./S.S.: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2016,

by **Humberto Garcia, Jr. , President** of and on behalf of 2GS, LLC, dba Earthworks, Enterprise,
(name) (title) (a limited liability corporation) (a partnership) (an individual)

_____

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____

Diana R. Serna, Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: 4/28/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number: 2016-123516

Date Filed: 10/13/2016

Date Acknowledged:

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

2GS, LLC, dba Earthworks Enterprise
Penitas, TX United States

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

Hidalgo County 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.

5015-75-0311-5000-7500-UCP-GVG
City of San Juan 2015 Street Improvements Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ARMANDO OMAR FLORES JR
Notary Public, State of Texas
Comm. Expires 03-23-2020
Notary ID 130592795

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Humberto García, Jr., this the 18th day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Armando Omar Flores, Jr.	Notary Public
	Printed name of officer administering oath	Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-123516

Date Filed:
10/13/2016

Date Acknowledged:
10/21/2016

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

2GS, LLC, dba Earthworks Enterprise
Penitas, TX United States

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

Hidalgo County 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.

5015-75-0311-5000-7500-UCP-GVG
City of San Juan 2015 Street Improvements Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1400 McColl Rd. Ste 105
McAllen TX 78501

CONTACT NAME: Judith Gomez
PHONE (A/C, No, Ext): 956-668-3516 **FAX (A/C, No):** 956-687-1286
E-MAIL ADDRESS: jgomez@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Company	12203
INSURER B : Ohio Security Insurance Company	24082
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : The Travelers Lloyds Insurance Co	41262
INSURER E :	
INSURER F :	

INSURED 2GSLL
2GS, LLC. dba Earthworks Enterprise
PO Box 595
Penitas TX 78576

COVERAGES **CERTIFICATE NUMBER:** 1041944192 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	000703560	2/21/2016	2/21/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X 5,000						MED EXP (Any one person)	$1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	BAS55991781	2/21/2016	2/21/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	TSF0001234244	2/21/2016	2/21/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Inland Marine			QT6608G686515TLC16	2/21/2016	2/21/2017	Limit	$750,000
							Leased/Rented	$200,000
							Deductible	$2,500

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

Automatic Additional insured Endorsement Construction or Service Contracts when required by written contract applies to General Liability and Auto policies.
Waiver of Transfer of Rights of Recovery Against Others to us applies to General Liability coverage when required by written contract.
Texas Waiver of our Right to Recover from Others applies to Workers Compensation coverage when agreed by written contract and as permitted by law.
Project: City of San Juan 2015 Street Improvements

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 E. Duranta Ave.
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-57245 **Urban County** **13. D.**

CC - REGULAR

Meeting Date: 11/15/2016

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

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to reject a sole bid received for the Palmview - 2014/2015 Parks, Recreational Facility Improvements Shower's Road Project (RFB No. 5014-55-0306-5000-5500-UCP-GVG).

BACKGROUND

Procurement Schedule:

Advertisement dates: November 18, 2016 and November 28, 2016
Pre-Bid Conference: December 7, 2016 at 10:00 a.m.
Bid Opening date: December 14, 2016 at 9:30 a.m.

Fiscal Impact

Attachments

Re-Bid City of Palmview Parks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/08/2016 10:14 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Olga Lerma		Started On: 11/07/2016 03:43 PM
Final Approval Date: 11/10/2016		

SAM Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1607, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

November 3, 2016

Diana R. Serna
Hidalgo County
Urban County Program Director
427 E Duranta Ave Suite 107
Alamo, Texas 78516

Re; **Recommendation to RE-Bid**
Hidalgo County – City of Palmview
Parks & Recreational Facilities Improvements – Showers Road
Bid No.: 5014-55-0306-5000-5500-UCP-GVG

Ms. Diana R. Serna,

A bid opening was held on Wednesday, November 02, 2016 where one (1) bid was received for City of Palmview Parks & Recreational Facilities Improvements – Showers Road Bid No.: 5014-55-0306-5000-UCP-GVG in the amount of $322,608.32 by RG Enterprises, LLC dba R&G Contractors of Edinburg, Texas.

After review of the Unit Bid Pricing provided, we have prepared Bid Tabulations and have determined a tabulated bid of $322,603.53 by R&G Contractors of Edinburg, Texas which differs from the submitted amount by the bidder. Also, an inconclusive bid item was detected and acknowledged which could lead to a potential change order.

Because of such findings, we are recommending that the above referenced project be RE-Bid to have more participation of bidders to ensure competitive bidding and eliminate inconclusive bid items. Please feel free to contact me at (956)-702-8880 if you have any questions, or would like to discuss this recommendation.

Respectfully Submitted,

Roberto Salinas, P.E.
Project Engineer

CC: David Nacianceno, City of Palmview

AI-57260 **Urban County** **13. E.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Discussion and approval to declare assets listed on Exhibit "A" as surplus for disposition.

BACKGROUND

Requesting authority to remove said property from the Urban County Program inventory list. Assets will be transferred to the County's Surplus.

Fiscal Impact

Attachments

Disposition Item List

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 08:27 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Olga Lerma		Started On: 11/08/2016 01:28 PM
Final Approval Date: 11/10/2016		

URBAN COUNTY PROGRAM

SURPLUS ASSET LIST

EXIBIT A

	ASSET NUMBER	DESCRIPTION OF ITEM	FUND NAME	COST	SERIAL NUMBER	CURRENT CONDITION
1.	1195	Okidata Printer ML395	CDBG	1,145.00	6AHQ3009087K	Broken
2.	2442	Brief Case	HOME	25.52	N/A	Fair
3.	2707	Sony 27" TV	CASA	450.99	8018899	Fair
4.	3834	APC Battery Backup	CDBG	149.56	JB0322064649	Broken
5.	3982	HP DeskJet 5850 Color Printer	CDBG	119.99	MY41J1N1CT	Fair
6.	4063	HP LaserJet 1012 Printer	COLONIA	147.54	CNFB9009H	Broken
7.	4085	Dell Intel Pentium 4 Computer	CDBG	1,164.40	FKZ9981	Broken
8.	4086	Dell Intel Pentium 4 Computer	CDBG	1,164.40	75P1Q71	Broken
9.	4189	Dell 3100 Pentium 4 Computer	CDBG	1,016.00	00045-628-763-092	Broken
10.	4187	Dell 3100 Pentium 4 Computer	CDBG	1,016.00	00045-628-763-090	Broken
11.	4591	Fellowes Shredder	CDBG	283.02	071121FA0002391	Broken
12.	4909	Dell Opti 780FLX-HD Computer	HOME	1,518.00	10617143941	Broken
13.	5287	APC XL 3000VA Backup	CDBG	1,350.00	SS1227341039	Fair
14.	5400	Executive Chair	CDBG	357.99	N/A	Good
15.	N/A	10 - Black Chairs	TX GLO	0.00	N/A	Broken
16.	N/A	Backup Rechargeable Battery	CDBG	0.00	N/A	Good
17.	N/A	Exterior Siren	CDBG	0.00	N/A	Broken
18.						
19.						
20.						
21.						
22.						
23.						
24.						
25.						
26.						
27.						

AI-57190 **Elections Administration** **14. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Carlos Nieto, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion and/or action, including but not limited to Election updates

2. Approval of 2016 General Election Service Contract between the Hidalgo County Elections Department and the Pharr San Juan Alamo Independent School District to be held on November 8, 2016.

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

BACKGROUND

Fiscal Impact

Attachments

City of Penitas
PSJA ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2016 09:23 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Carlos Nieto		Started On: 11/02/2016 03:17 PM
Final Approval Date: 11/10/2016		

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF PENITAS**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(E) Canvass the Election results for the ENTITY'S governing body;

(F) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(G) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(J) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Tom Haughey

City of Penitas
PO Box 204
Penitas, Texas 78576

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 12th day of October, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

CITY OF PENITAS
ENTITY

BY: _____

PRINT: OMAR ROMERO

TITLE: CITY MANAGER

THE CITY OF PENITAS TEXAS FOUNDED 1520

ATTEST

BY: Ana M. Valdez

PRINT: Ana M. Valdez

TITLE: City Secretary

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Penitas Proposition **DATE: Nov. 8, 2016**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	1	$10.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	2	$20.00
F	Election Media per Polling Location(s)	**$100.00**	3	$300.00
G	*iVotronic Voting Machine(s)	**$150.00**	8	$600.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	3	$225.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$750.00**	1	$750.00
			Total iVotronic Coding Charges	$2,355.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	**$150.00**	3	$225.00
C	Printer Labels (2,317 per vote)	**$0.03**	4,634	$139.02
D	Username/Password - Per Polling Location	**$20.00**	3	$60.00
			Total Electronic Poll Book Charges	$1,074.02
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	100	$55.00
	*Election Day Combination Forms	**$0.55**	100	$27.50
	*Election Judge Kit for Early Voting	**$35.00**	1	$17.50
	Election Judge Kit for Election Day	**$35.00**	2	$70.00
	Polling Location Map(s)	**$17.00**	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	300	$60.00
			Total Supplies Charges	$281.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	200	$50.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	250	$100.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	200	$400.00
	Postage Mail-in-Ballots (per request)	**$0.61**	200	$122.00
	Correspondence Postage	**$0.47**	2	0.94
			Total Mail & Ballot Service Charges	$672.94
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	***Payroll for Training and Election Poll Workers**		**Price**	**Total**
	Payroll for Early Voting Employees		**$14,890.36**	$7,445.18
	Payroll for Election Day Employees		**$2,779.10**	$1,389.55
			Total Payroll Charges	$8,834.73
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$350.00**	1	$350.00
			Total Ballot Board Charges	$350.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
			Total Canvass Report Charges	$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ **12.00**	1	179.75	$4.31
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ **10.10**	7	1258.25	$177.92
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ **12.00**	2	33	$1.58
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ **10.10**	14	231	$65.33
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$249.14

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	2	$90.00
			Total Cell Phone Charges	$90.00
6.12			Subtotal	$15,706.83
			Administrative Fees (10%)	$1,570.68
	*Shared cost with County		ESTIMATED GRAND TOTAL	$17,277.51

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 8, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 8, 2016**, election of the ENTITY(the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 8, 2016**, and any Runoff election, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place;

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003(a)(1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, and in an election involving a federal office, preserve for the remainder of the preservation period for 22 months after Election Day in accordance with federal law.

(W) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(X) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(Y) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(Z) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.

i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.

ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.

iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.

iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the proportionate shared cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election, and pay the proportionate shared cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority of the Hidalgo County Elections Administrator to serve as custodian of voted ballots and other election records for the preservation period of 22 months after election day as set forth in Federal law and as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(H) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

(I) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. To include but not limited to the Early Voting and Election Day Check-In Kits, insurance at $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a vendor base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.

B. After the election and as soon as practicable, upon receiving final invoice from 3rd party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Janet Robles
Assistant Superintendent for Finance
Pharr San Juan Alamo Independent School District
PO Box 769
Pharr, Texas 78577

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 24th day of October, 2016

APPROVAL COUNTY OF HIDALGO

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

PHARR-SAN JUAN-ALAMO ISD
ENTITY

BY: _____

PRINT: DANIEL P. KING

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: _____

PRINT: Janet Robles

TITLE: Assistant Superintendent for Finance

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: PSJA ISD Place 4, 5, 6 & 7 — **DATE: Nov. 8, 2016**

	Coding Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	16	$160.00
F	Election Media per Polling Location(s)	$100.00	21	$2,100.00
G	*iVotronic Voting Machine(s)	$150.00	111	$8,325.00
G	*ADA iVotronic Voting Machine(s)	$150.00	21	$1,575.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	$13,400.00

6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Check In Kit(s) (includes Bar Code Scanner/ Brother Printer)	$150.00	21	$1,575.00
C	Printer Labels (51,092 per vote)	$0.03	102,184	$3,065.52
D	Username/Password - Per Polling Location	$20.00	21	$420.00
			Total Electronic Poll Book Charges	$5,710.52

6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	1,100	$605.00
	*Election Day Combination Forms	$0.55	1,100	$302.50
	*Election Judge Kit for Early Voting	$35.00	4	$70.00
	Election Judge Kit for Election Day	$35.00	17	$595.00
	Polling Location Map(s)	$17.00	21	$357.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	500	$100.00
			Total Supplies Charges	$2,029.50

6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	800	$200.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	2000	$800.00
	Mail-in-Ballots Kit(s) per request	$2.00	800	$1,600.00
	Postage Mail-in-Ballots (per request)	$0.61	800	$488.00
	Correspondence Postage	$0.47	17	7.99
			Total Mail & Ballot Service Charges	$3,095.99

6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

6.06	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00

6.07	*Payroll for Training and Election Poll Workers	Price	Total
	Payroll for Early Voting Employees	$59,561.44	$29,780.72
	Payroll for Election Day Employees	$11,956.85	$5,978.43
		Total Payroll Charges	$35,759.15

6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00

6.09	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	$0.00

6.10	Insurance	Hourly rate	Workers	Hours wrk	Total
	Liability insurance for Early Voting Supervisors	$ 12.00	4	719	$69.02
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	28	5033	$2,846.66
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	17	280.5	$114.44
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	49	808.5	$800.25
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$3,830.39

6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone (subject to change with out notice)	$45.00	17	$765.00
			Total Cell Phone Charges	$765.00

6.12		
	Subtotal	$66,740.54
	Administrative Fees (10%)	$6,674.05
*Shared cost with County	ESTIMATED GRAND TOTAL	$73,414.60

AI-57166 **Head Start** **15. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and 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

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/01/2016 11:26 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Linda Galaviz		Started On: 11/01/2016 10:52 AM
Final Approval Date: 11/10/2016		

AI-57266 **Head Start** **15. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of the Program Calendar for Program Year 2016-2017 with the following partnering school district:

- McAllen Independent School District

BACKGROUND

Policy Council Approval: 11.16.16

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

McAllen ISD Program Calendar

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/08/2016 04:43 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Linda Galaviz		Started On: 11/08/2016 04:15 PM
Final Approval Date: 11/10/2016		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 16, 2016

SUBJECT: Discussion/Approval to the Program Calendar for Program Year 2016-2017 with the Following Partnering School District: McAllen Independent School District (ISD)

RATIONALE/NEED: Administration has worked collaboratively with the partnering school district McAllen ISD to align their instructional days with our Program.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: McAllen ISD Program Calendar

****

INITIATED BY: Nora S. Munoz, Assistant Director for Programmatic Services

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

HCHSP — Hidalgo County Head Start Program

2016-2017 PROGRAM CALENDAR
MCALLEN

2016

JULY

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

P.C. Approval:

PROGRAM ACTIVITIES

7/26-8/4/16	Pre Service
8/15-18/16	Parent Orientation Mtg
8/22/16	First Day of School
8/29-9/1/16	Volunteer Trng. Conf
9/2/16	Networking Meeting
9/24/16	Parent Leadership Conf
10/12/16 & 3/22/17	Open House
10/22/16	Gov Leadership Conf
11/18/16	Parent Fair
1/20/17	Self-Assessment Trng
1/23-2/3/17	Self-Assessment
2/8/17	Recruitment Trng. Ctr. Mgrs
2/22/17	Fatherhood Conf
3/6-9/17	Nutrition Contest
4/10-13/17	Week of Young Child
4/27/17	Joint Adv/Com Partnership Mtg.
5/5/17	Volunteer Assembly
6/1/17	Last Day of School
6/2/17	Staff Assembly

PROGRAM HOLIDAYS

9/5/16	03/13-17/2017
10/10/16	04/14-17/2017
11/11/16	05/29/2017
11/21-25/16	
12/22/2016-01/04/2017	

STAFF WORKDAYS/ STUDENT HOLIDAY

01/05/2017

01/06/2017

STAFF DEVELOPMENT DAYS

RECRUITMENT DAYS/STUDENT HOLIDAYS

03/10/17

FIRST/LAST DAY OF SCHOOL	
PROGRAM ACTIVITIES	
PROGRAM HOLIDAYS	
EARLY RELEASE DAYS	
STAFF WORKDAYS / STUDENT HOLIDAYS	

173 ISD / 175 HS Service Days

2017

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Comm. Court Approval:

AI-57268 **Head Start** **15. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for discussion, consideration and approval to enter into a memorandum of understanding (MOU) between Hidalgo County Head Start Program and McAllen Independent School District.

BACKGROUND

Policy Council Approval: 11.16.16

MOU will allow collaboration with McAllen ISD to provide resource sharing, in-service training and joint training for staff and parents.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

MOU w McAllen ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/08/2016 04:44 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Linda Galaviz		Started On: 11/08/2016 04:19 PM
Final Approval Date: 11/10/2016		

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 16, 2016

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and The McAllen Independent School District

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with the McAllen Independent School District to provide resource sharing, in–service training and joint training for staff and parents.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandums of Understanding

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INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Lopez

Memorandum of Understanding Between
McAllen Independent School District and
Hidalgo County Head Start Program
2016-2017

Purpose:

This collaborative partnership establishes an Agreement between **Hidalgo County Head Start Program (HCHSP) and the McAllen Independent School District (MISD)** to provide Head Start services to age and income eligible pre-K children per the guidelines established by the Department of Health and Human Services (DHHS) and Texas Education Agency (TEA). The intentions are to collaboratively develop and foster a cohesive partnership to provide a high quality early childhood program for children and their families; to ensure that each Agency assumes the responsibility to communicate with the other and share leadership responsibilities to maximize resources; and to ensure that these collaboration arrangements between **MISD** and **HCHSP** are developed, implemented, and reviewed annually to improve quality of services.

HCHSP is a governmental entity under the auspices of Hidalgo County. **MISD** is a public education institution of the state of Texas. **HCHSP** and **MISD** each have Boards of Directors (Hidalgo County Head Start Policy Council, Hidalgo County Commissioners' Court and MISD School Board of Trustees) established per applicable statues and local ordinances and/or procedures which operate within the scope of their defined duties. Each Board has received information regarding the nature and scope of the proposed partnership and have, approved the partnership and granted signatory authority to the individual designated as authorized to bind their respective organizations. Signatory authorities are listed on the end of this Agreement. Each designee shall insure that their respective Board of Directors are informed of the various aspects and elements of this Partnership Agreement signature page.

The terms and conditions set forth in the following document shall constitute the entire Agreement between **MISD** and **HCHSP** and may not be amended except by a written document signed by both entities.

Days and Hours of Operation
Days of operation shall not be less than one-hundred seventy-six (176) days, during the months of August through May. The daily operations will be from 7:45 am to 5:15 am.
(Note: District Calendar will be developed and approved by both entities.)

Center Sites:
The names and addresses of the **HCHSP** sites that will be served by **McAllen ISD:**
AUSTIN (A-1) H/S # of children – 140
Center Manager: MARTHA VARA
2100 Fir St.
McAllen, TX. 78501
Phone #: 631-4240 / 630-9876
Fax #: 682-5709

MCALLEN IV H/S # of children - 51
Center Manager: IMELDA VELA
3900 South Ware Road
McAllen, TX 78501
Phone #: 618-3797 / 687-3665
Fax #: 618-1256

MCALLEN V H/S # of children 100
Center Manager: CIDELIA MONTEAGUDO
2500 Laurel Avenue
McAllen, TX 78501
Phone #: 928-1396
Fax #: 994-8292

MCALLEN VI H/S # of children 51
Center Manager: ALMA ZEPEDA
2601 Sarah Avenue
McAllen, TX 78502

Term:

The Term of this Memorandum of Understanding is for one (1) year commencing October 25, 2016 and ending July 31, 2017.

W Responsibilities:

MISD will provide appropriate educational and supportive services to ensure children and families are school ready. **MISD** shall comply with and provide in a satisfactory manner as outlined in the Head Start Performance Standards, the Head Start Act of 2007, guidance from the Office of Heat Start (OHS), OMB circulars and as applicable either the Texas Education Agency (TEA), United States Department of Agriculture (USDA), or the Texas Department of Family and Protective Services (TDFPS) Childcare Licensing Regulations.

Program Description

Eligible children are 3 or 4 year olds as of September 1, 2016, will be dual-enrolled and served by **MISD** and **HCHSP**. Collaboratively, the **HCHSP** children will receive 3 hours of instruction in cognitive development by a certified **MISD** funded **School Readiness Partnership Model (SRPM) teacher** in each classroom.

Partnership Responsibilities

A. **MISD** will:
   a. Assign a **MISD** principal, instructional coach/s, and/or program specialist to the McAllen Head Start facilities to provide supervision, oversight, support and evaluation of the **MISD** teachers.

b. Provide certified early childhood teachers to deliver 3 hours of instruction in cognitive development to participating **HCHSP** children.
c. Coordinate efforts with **HCHSP** to identify at least 10% of funded enrollment of Head Start children with special needs and follow the referral process for identification and provision of services.
d. Permit HCHSP representatives to attend ARDs conducted by **MISD** involving **HCHSP** children.
e. Supplement health services, educational services, parental training and other services as required by the children and their families.
f. Assign special education teachers to provide services to children who are identified in need of special services through the **MISD** Special Education Program.
g. Arrange for a substitute when the **MISD** teacher is absent.
h. Provide support staff to assist with various services to the children, parents, and teachers.
i. Provide instructional resources essential to implement a high quality comprehensive early childhood education program.
j. Meet monthly or on a regular basis with **HCHSP** designated personnel to facilitate the instructional process and other services.
k. Provide an overview of the collaboration with the participating Administrators.
l. Finance the **MISD** personnel and other resources.
m. Purchase and maintain a certificate of insurance for commercial general liability, i) Bodily Injury and Property Damage $300,000 ea. Occurrence, and ii) General Aggregate $600,000 **HCHSP** must be named as an additional insured.

B. The **MISD** Teacher/Staff will:
a. Provide 3 hours of daily instruction in cognitive development to the **HCHSP** children utilizing the State Adopted Curriculum (4 year olds), Pre-K Guidelines (4 yr. olds), and Three-Year-Old Early Learning Guidelines (3 year olds).
b. Attend and/or assist in delivery of collaborative Professional Development for ISD and **HCHSP** as deemed appropriate.
c. Participate with the **HCHSP** staff in the recruitment process.
d. Implement a curriculum which is planned, purposeful, playful and engaging designed to support the child's social, emotional, cognitive, and physical development.
e. Attend **HCHSP** collaboration meetings as deemed necessary during the school year.
f. Complete and fulfill the required documentation for **MISD** and **HCHSP** with the assistance of both Human Resource Departments
g. Collaborate with the **HCHSP** teacher to provide high quality early childhood instruction and prevent a duplication of efforts.
h. Inform the Center Manager and **HCHSP** teacher when she/he is going to be absent and utilize the Substitute System to obtain a designated substitute.
i. Follow collaboration protocol with any issues/concerns which may arise.
j. Follow **MISD** requirements, policies and procedures as well as the Head Start Performance Standards and the Texas Child Care Licensing Minimum Standards.
k. Comply with any other responsibilities assigned by the immediate supervisor.
l. Coordinate efforts with the **HCHSP** staff to register the children online.

C. **HCHSP** will:
a. Coordinate efforts with **MISD** to identify children with special needs and follow the **MISD** referral process for identification and services.
b. Identify personnel who will attend the ARDs conducted by **MISD**.

c. Assist with the distribution, completion, and submission of the required **MISD** student enrollment documents within the first week of a child's enrollment.
d. Coordinate with district staff to transition children to the MISD public schools at the end of each school year.
e. Provide assistance with daily attendance reporting.
f. Meet monthly or as needed with the designated **MISD** personnel.
g. Schedule a time for the **HCHSP** teacher and **MISD** teacher plan weekly to implement a high quality early childhood instruction and prevent a duplication of effort.
h. Ensure that the classroom size meets the adult/child ratio as required by state and federal standards.
i. Finance program operations based on the **HCHSP** grant.

D. Collaboratively **MISD** and **HCHSP** will:
a. Implement an early childhood program utilizing best early childhood practices.
b. Coordinate and collaborate to plan for instruction, share resources and intensify services to meet the needs of eligible four year old (Pre-K children) and three year old children.
c. Schedule a weekly planning time for lesson planning and preparation.
d. Share information on upcoming workshops and conferences on Early Childhood and Head Start.
e. Review program operations to avoid duplication of efforts.
f. Meet on a regular basis to discuss the progress of the collaboration.
g. Perform children's assessment and evaluation, and collaborative program evaluation, to meet **MISD** and **HCHSP** requirements.
h. Analyze and share data for program planning and improvement.
i. Work together to meet attendance goal.
j. Inform all stakeholders of the collaboration and Memorandum of Understanding (MOU).
k. Provide family services, parent engagement activities and home visits.
l. Support all events which promote the partnership.
m. Organize and plan to sustain the partnership and promote a collaborative culture.

Transportation Services

Assigned **MISD School Readiness Partnership Model** teachers will travel to **HCHSP** sites and provide instruction to students at such locations.

General Conditions

- This Agreement shall not serve to create a principal agent relationship, partnership or joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party shall have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied or in the name of or on behalf of the other party, except as agreed in this MOU.
- It is expressly understood and agreed that, in the execution of the agreement, **MISD** and any other governmental entities named herein do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

- Each party, at their own expense, shall provide and maintain, during the term of this agreement, insurance, with or without retention, or self-insurance program, which shall provide general liability coverage for liability, property damage, and bodily injury.
- This Agreement is made in Hidalgo County, Texas and shall constitute the complete understanding of **MISD** and **HCHSP,** and may not be modified in any manner without the express written consent of all parties.
    - Notwithstanding those rules and regulations or standards set by both laws and regulatory agencies, the parties agree that if a dispute arises related to this MOU, the parties will not be required to submit the dispute to arbitration, but to non-binding mediation in Hidalgo County, Texas.
    - This Memorandum of understanding is performable in Hidalgo County, Texas.
- Either party may terminate this Agreement, with or without cause by providing 30 days written notice to the other party.
- Each party shall, to the extent allowed by law, hold harmless and indemnify the other party on claims or losses sustained by individuals directly or indirectly involved with performance of services in connection with this Agreement.

Indemnification:

To the extent allowed by law, **HCHSP** will and does hereby agree to indemnify, protect, defend with counsel approved by Grantee Board, and hold harmless **MISD** and their respective elected officials, employees, representatives and agents (collectively "**MISD Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**MISD Claims**") by any person or entity, arising out of, caused by, or resulting from **HCHS's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **HCHSP**, anyone directly employed by **HCHSP** or anyone for whose acts **HCHSP** may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any **MISD** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, **MISD** will and does hereby agree to indemnify, protect, defend with counsel approved by **HCHSP** and **Hidalgo County**, and hold harmless **HCHSP** and **Hidalgo County**, and their respective elected officials, officers, directors, attorneys, employees, representatives and agents (collectively "**HCHSP Indemnitees**") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "**HCHSP Claims**") by any person or entity, arising out of, caused by, or resulting from **MISD's** performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of **MISD** employees, anyone directly employed by the **MISD** or anyone for whose acts the **MISD** may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any **HCHSP** Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

The below signed authorities agree to the statements in this document in order to develop a strong collaboration and an open communication system at all levels which will enable both **MISD** and **HCHSP** to provide the children the best services available.

McAllen Independent School District

President, Board of Trustees

Date 10/24/2016

Hidalgo County Head Start Program

Honorable Ramon Garcia
Hidalgo County Judge

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Partner

Approved As To Form:
Oxford & González, P.C.

By: _____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-57274 **Head Start** **15. D.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Approved Auctioneer Vendor for Proper Disposition

BACKGROUND

Policy Council Approval: 11.16.16

Fiscal Impact

Attachments

Surplus Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 09:51 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Linda Galaviz		Started On: 11/09/2016 09:40 AM
Final Approval Date: 11/10/2016		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 16, 2016

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Approved Auctioneer Vendor for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair. The Policy Council must approve the disposition of these items.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

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INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Director for Operations

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM

To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: November 9, 2016

CC: Teresa Flores, Executive Director
Elma Carrera, CFO
Cynthia Castro, Administrative Assistant for Human Resources
Files

After review and evaluation of our inventory of vehicles, supplies and equipment, I am attaching for the consideration and approval a comprehensive list of items that have been determined to be obsolete.

These items have been categorized as surplus, due to their state of disrepair, age and/or unacceptable under State Licensing regulations.

Once authorization is obtained from the Policy Council and Commissioner's Court I will transfer these items to the county to be placed on the next scheduled auction on December 7, 2016.

Attachments

HCHSP 2016 November Auction					
Description	Model Type	Serial №	Tag	Barcode	Status
Adding Machine	Canon MP24D	40008366	009526	None	Damaged
Air-Compressor	Husky 1.5 hp 155 psi	53948	20328	None	Damaged
Camera	Fuji S602 Zoom 6x	2GA04036	015436	None	Poor
Camera-Surv	DBM-24VFW	C25540423H31E10384	19782	00002925	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0944	None	00002943	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	02207162	None	00002964	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0878	None	00003040	Damaged
Camera-Surv	2335A	6C0082	N/A	None	Damaged
Camera-Surv	ADC733	16245746	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0018	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0021	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0150	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0154	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0159	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0166	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0203	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0596	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0602	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0661	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0667	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0668	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0685	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0695	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0747	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0751	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0836	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0881	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0889	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0891	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB0894	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB1301	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB1389	None	None	Damaged
Camera-Surv	AT ADCPWH3895CN	907TPB1407	None	None	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11406223	None	None	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11406676	None	None	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507460	None	None	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507631	None	None	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507632	None	None	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507638	None	None	Damaged
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507727	None	None	Damaged
Camera-Surv	UC7443/MD61	616101564	None	None	Damaged

HCHSP 2016 November Auction					
Description	Model Type	Serial №	Tag	Barcode	Status
Camera-Surv	UC7443/MD61	616101569	None	None	Damaged
Camera-Surv	UC7443/MD61	616101570	None	None	Damaged
Camera-Surv	UC7443/MD61	616101585	None	None	Damaged
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074465000717	17471	00001666	Poor
DV-Recorder	INTLX-16 CIF 3.2 Standard 160GB	074465000800	17413	00001847	Damaged
Fax Machine	Kyocera Mita KM-F650	AFF4004985	16018	None	Poor
Fax Machine	Kyocera Mita KM-F650	AFF4004986	16022	None	Poor
Fax Machine	Kyocera Mita KM-F650	AFF4005252	16036	None	Poor
Fax Machine	Kyocera Mita KM-F650	UPN6501712	17742	None	Poor
Fax Machine	Kyocera Mita KM-F650	UPN6501846	18137	None	Poor
Fax Machine	Kyocera Mita KM-F650	UPN6502169	19285	None	Poor
Fax Machine	Kyocera Mita KM-F650	UPN6502291	19288	None	Poor
Fax Machine	Kyocera Mita KM-F650	UPN6502359	19958	None	Poor
Fax Machine	Kyocera Mita KM-F650	AFF4005706	None	None	Poor
Monitor	Dell 19" Flat Panel	CN-02Y315-71618-49E-AJRQ	17036	00001265	Damaged
Monitor	ADCMLCD19 19" CLR LCD VGA,DVI	J08100130	17445	00001282	Damaged
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AHUC	17018	00001547	Damaged
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AHMS	17041	00002031	Damaged
Printer	Xerox Phaser 6200DP	SLPH442804	17085	00002736	Damaged
Printer	Xerox Phaser 6360DN	DBY263430	17955	00002984	Damaged
Printer	HP8000 Enterprise Office Jet Pro	CN2APBM0FB	20040	None	Poor
Printer	HP8000 Office Jet Pro	MY9BB2413M	17940	None	Damaged
Printer	HP8000 Office Jet Pro	MY9BA241W2	18774	None	Poor
Printer	HPF340 DeskJet (All In One)	CN662FY0SY	None	None	Damaged
Printer	HPK5400dtn Office Jet Pro	MY826681M0	17630	None	Poor
Projector	Infocus IN3106	AZUJ83000041	17491	None	Damaged
Scanner	HP8350 Scan Jet	CN66MA0464	17074	None	Poor
Screen	Portable BRE3750MKE	20392	Same	None	Damaged
Switch	LinkSys EZXS88W 8-Port	RA340F8004444	17889	None	Damaged
Time Clock	E:T:C ID Card Reader	MOD#100	None	None	Poor
Camera-Surv	UC7443/MD61	616101577	None	None	Damaged
Video Converter	BNC to VGA LTAVBOVA6	8391304T4X0423	20189	None	Damaged

Prepared By: Antonio Anzaldua, MIS Tech
Supervised By: Conrad Cabrera, MIS Director
Date: November 3, 2016

*Photo on File.

2016 Auction List

Description	Inventory Tag #	Serial/Model #	Qty
ELECTRONICS	***	***	*
KARAOKE THE SINGING MACHINE	N/A	A-500-02-313035	1
CASSETTE RECORDER	011037	EG100940	1
PANASONIC CORDLESS PHONE	N/A	ABXC126245	1
UNIDEN BASE PHONE	N/A	AS30116166	1
RCA PHONE	N/A	80065264	1
AREA TELEPHONE	002636	N/A	1
AREA TELEPHONE	006429	N/A	1
AREA TELEPHONE	006397	N/A	1
DURABRAND AUDIO SYSTEM	N/A	N/A	1
PANASONIC AUDIO SYSTEM	N/A	WJ6SF001245	1
PANASONIC AUDIO SYSTEM	N/A	WJ6SF001182	1
AMPLIVOX AUDIO SYSTEM	N/A	1010130800888	1
AMPLIVOX AUDIO SYSTEM	N/A	1010130800575	1
GATEWAY KEYBOARD	N/A	B228534	1
BOOM BOX CD RADIO	N/A	N/A	22
Universal over head projector	16521	N/A	1
Sony CD-R/RW Playback	N/A	N/A	2
Amplivox CD-R/RW Playback	N/A	N/A	1
MINOLTA - FAX MACHINE	16100	N/A	1
CANNON - FAX MACHINE	N/A	JLR09477	1
MINOLTA - FAX MACHINE	16048	N/A	1
CANNON - FAX MACHINE	N/A	JLR10278	1
IBM - PRINTER	N/A	6CH-183-01-01365	1
APPLIANCES	***	***	*
SHREDDER	N/A	N/A	2
REFRIGERATOR	012678	6CH-183-01-4661	1
Vulcan 6 Burner Stove/Oven	00002125	N/A	2
Vulcan Convection Oven	00002118	N/A	1
Vulcan Covection Oven	014213	002245	1
Vulcan Convection Oven	014214	N/A	1
Vulcan Convection Oven	16608	002246	1
Vulcan Convection Oven	007734	N/A	1
Food Warmer	N/A	0903D05579	1
Food Warmer	19846	N/A	1
Food Warmer	N/A	802521009040	1
Food Warmer	N/A	802521009027	1

Food Warmer	N/A	802521009025	1
Food Warmer	N/A	0903D05576	1
Food Warmer	N/A	802521009746	1
Food Warmer	N/A	802521009038	1
Food Warmer	N/A	802521009742	1
Food Warmer	N/A	802521009011	1
Food Warmer	N/A	802521009015	1
Food Warmer	N/A	802521009008	1
Food Warmer	N/A	802521009032	1
Food Warmer	N/A	802521009737	1
Food Warmer	N/A	802521009027	1
Food Warmer	N/A	802521009742	1
Food Warmer	N/A	802521009757	1
Food Warmer	N/A	802521009022	1
Food Warmer	N/A	802521009024	1
Food Warmer	N/A	802521009131	1
Food Warmer	N/A	802521009023	1
Food Warmer	N/A	802521009012	1
Food Warmer	N/A	802521009132	1
Food Warmer	N/A	802521009042	1
Food Warmer	N/A	802521009688	1
Food Warmer	N/A	802521009750	1
Food Warmer	N/A	8025210091104	1
Food Warmer	N/A	8025210091074	1
Food Warmer	N/A	802521009028	1
Food Warmer	N/A	8025210091102	1
Food Warmer	N/A	802521009752	1
Food Warmer	N/A	802521009761	1
Food Warmer	N/A	8025210091112	1
Food Warmer	N/A	802521009760	1
Food Warmer	N/A	8025210091118	1
Food Warmer	N/A	8025210091113	1
Food Warmer	N/A	8025210091100	1
Food Warmer	N/A	802521009753	1
Food Warmer	N/A	8025210091111	1
Food Warmer	N/A	802521009756	1
Food Warmer	N/A	8025210091107	1
Food Warmer	N/A	8025210091097	1
Food Warmer	N/A	8025210091117	1
Food Warmer	N/A	8025210091120	1
Food Warmer	N/A	8025210091119	1
Food Warmer	N/A	8025210091096	1
Food Warmer	N/A	8025210091121	1
Food Warmer	N/A	802521007982	1

Food Warmer	N/A	802521009755	1
Food Warmer	N/A	8025210091108	1
Food Warmer	N/A	8025210091110	1
Food Warmer	N/A	802521009748	1
Food Warmer	N/A	8025210091094	1
Food Warmer	N/A	802521001122	1
Food Warmer	N/A	802521009749	1
FURNITURE	***	***	*
BATHROOM SINK	N/A	N/A	1
SINK (BROKEN VANITY)	N/A	N/A	1
12" CHAIRS	N/A	N/A	10
10" CHAIRS	N/A	N/A	7
OFFICE DESK CHAIR	N/A	N/A	10
BROWN OFFICE DESK	N/A	N/A	1
METAL OFFICE DESK	N/A	N/A	2
2-DRAWER BLACK CABINET	N/A	19489	1
2-DRAWER BLACK CABINET	N/A	19295	1
2-DRAWER BEIGE CABINET	008622	N/A	1
4-DRAWER METAL CABINET	N/A	16097	1
4-DRAWER METAL CABINET	N/A	015698	1
4-DRAWER METAL CABINET	N/A	015697	1
4-DRAWER FILING CABINET	013126	N/A	1
4-DRAWER FILING CABINET	007603	N/A	1
4-DRAWER FILING CABINET	19816	N/A	1
4-DRAWER FILING CABINET	009449	N/A	1
4-DRAWER FILING CABINET	006028	N/A	1
5-DRAWER FILE CABINET	N/A	012008	1
METAL CABINET	008166	N/A	1
BROWN BOOK SHELVES	N/A	N/A	2
5-COMPARTMENT CUBBIES	N/A	N/A	23
6 WOOD CUBBIES	003798	N/A	1
6 WOOD CUBBIES	000805	N/A	[redacted]
Easel	N/A	N/A	3
RECTANGULAR TABLE	N/A	6CH-181-01-3167	1

CHILDRENS FURNITURE	***	***	*
CHILDRENS COTS	N/A	N/A	77
SMALL CHAIRS	N/A	N/A	51
ROCKING CHAIR	N/A	N/A	2
ROUND TABLE	N/A	N/A	2
WORKING TABLES	N/A	N/A	5
MICKEY MOUSE SOFA & CHAIR	N/A	N/A	1
Mirror - full length	006396	N/A	1
Standing Fan	N/A	N/A	1
3 Classsroom tables	N/A	N/A	3
Laminex minikote	015726	1227	1
TOYS	***	***	*
SILVER RIDER	N/A	N/A	4
SADDLE MATE	N/A	N/A	3
BOAT TOUCH SHIP	N/A	N/A	1
FUN HOUSE SET (INCOMPLETE)	N/A	N/A	1
TELEPHONE BOOTH	N/A	N/A	1
WOODEN CHAIRS	N/A	N/A	3
KITCHEN	N/A	N/A	1
BOX - INCOMPLETE PUZZLES	N/A	N/A	1
BAGS - PLASTIC BALLS	N/A	N/A	44
DISABILITY EQUIPMENT	***	***	*
HANDICAP SWING	N/A	N/A	1
JANITORIAL EQUIPMENT	***	***	*
NILILSK ADVANCE VACUUM CLEANER	16687	1723854	1
ELECTROLUX COMMERCIAL VACUUM	003988	N/A	1
HOOVER VACUUM CLEANER	18816	N/A	1
HOOVER WIND TUNNEL	N/A	UH70105	2
HOOVER WIND TUNNEL	19316	N/A	1
EUREKA VACUUM CLEANER	18974	942000312	1
FOUR STEP LADDER	015713	N/A	1
VACUUM CLEANERS	N/A	N/A	3
MOP BUCKET	N/A	N/A	4

KITCHEN EQUIPMENT	***	***	*
HOBART DISHWASHER	013302	85-1007694	1
Small Food Thermos	N/A	N/A	3
Large Can Openers	N/A	N/A	5
MANUAL CAN OPENER (BROKEN)	N/A	N/A	1
Large Cookie Sheet Pan	N/A	N/A	1
Large Food Thermos	N/A	N/A	2
PITCHERS 60 OZ	N/A	N/A	5
PLATES 9IN	N/A	N/A	6
AUTOMOTIVE	***	***	
TRUCK TIRES	N/A	N/A	2
BUS TIRES	N/A	N/A	3
ELECTRICAL/AIR COND.	***	***	
HATCO POWER BOOST WATER HEATER	N/A	1704149708	1
RUUD WATER HEATER	N/A	3N-0102 RR 0501E00011	1
AIR CONDITIONER	001192	N/A	1
AIR CONDITIONER	001519	N/A	1
AIR CONDITIONER	N/A	6416F280228990	1
AIR CONDITIONER	002351	N/A	1
AIR CONDITIONER	0016879	N/A	1
AIR CONDITIONER	001190	N/A	1
AIR CONDITIONER	001170	N/A	1
AIR CONDITIONER	001171	N/A	1
OUTDOOR EQUIPMENT	***	***	
WHEEL BARROW	N/A	N/A	4

Vehicle Auction List

	BUS 1*	BUS 7	BUS 8	BUS 9*	BUS 14
MAKE/MODEL	1995 International Carpenter	1995 International Carpenter	1995 International Carpenter	1995 International Carpenter	1997 International Thomas
VIN NUMBER	1HVBBABM3SH699647	1HVBBABM5SH699648	1HVBBABM1SH699646	1HVBBABM7SH699652	1HVBDABKXVH488099
INV TAG #	00002821	00002468	00001603	00002257	00002825
MILEAGE	000424	195029	233681	009624	000000
CONDITION	ROOF IS RUSTED, RUST WITH	ROOF IS RUSTED, FRONT AND	ROOF IS RUSTED, BOTH SIDE	SIDE PANELS ARE RUSTED,	NEEDS COMPLETE MOTOR,
	HOLES ON SIDE OF BUS, NEEDS	REAR A/C NOT WORKING,	PANELS ARE RUSTED, RUSTED	EXHAUST SYSTEM NEEDS	NO TRANSMISSION,
	ALTERNATOR, FRONT AND	FLOOR NEEDS REPAIR	ABOVE BUMPER, FLOOR NEEDS	REPAIR, FRONT AND REAR A/C	NO DIFFERENTIAL,
	REAR A/C DOES NOT WORK		REPAIR, FRONT AND REAR A/C	NOT WORKING	FRONT AND REAR A/C NOT
			NOT WORKING		WORKING
					NO ODOMETER

* ODOMETER REPLACED - ACTUAL MILEAGE OVER 190,000

Needs

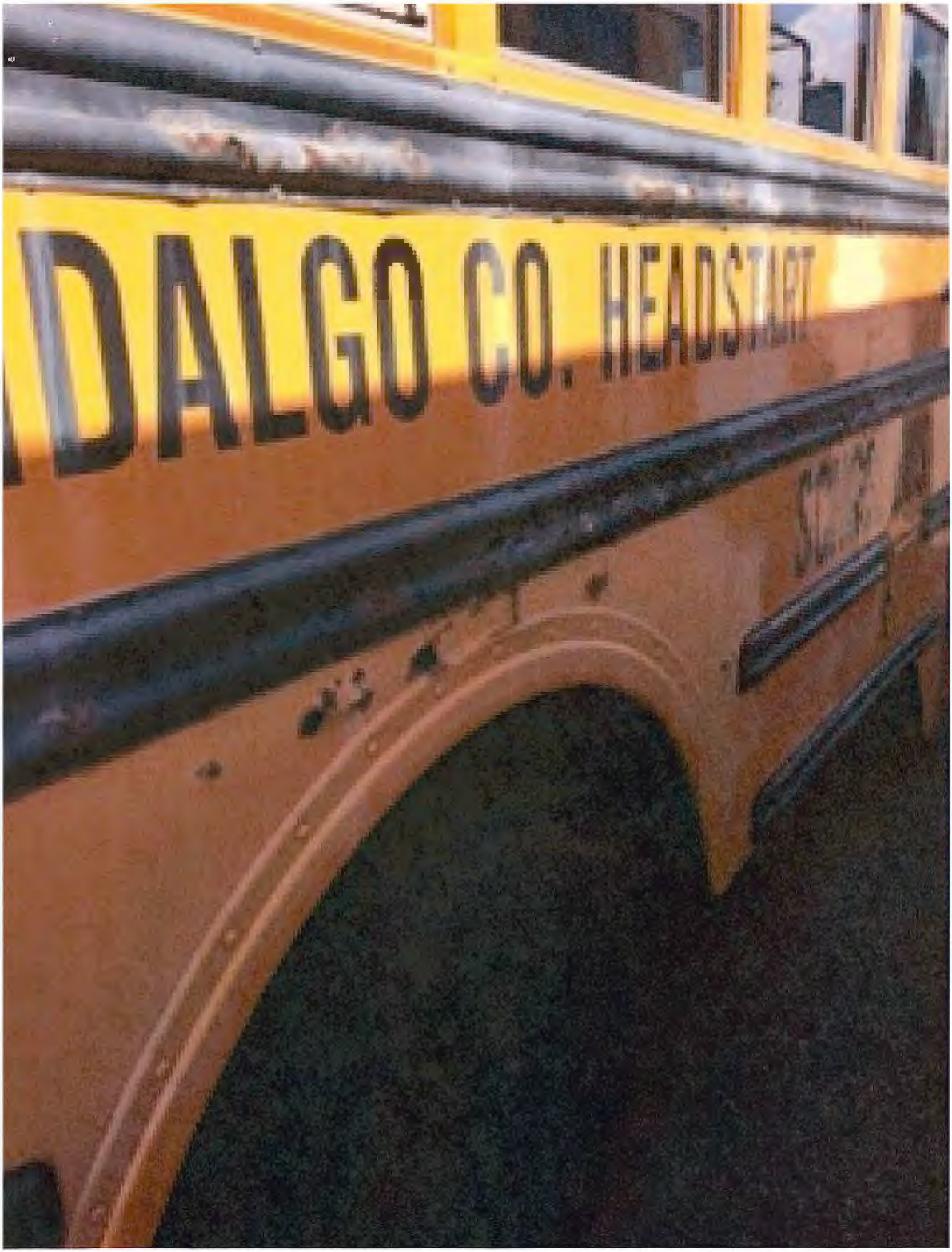
1. Alternator
2. A/C's duitwork
3. Transmission is leaking oil
4. Bus has alot of rust on roof & on side of bus

DALGO CO. HEADST

INTERNATIONAL
80
TEXAS

SCHOOL BUS

AT
OSSINGS


DALGO CO. HEADSTART

09

125-4601

TEXAS
EXEMPT
14*312

STOP
HIDALGO COUNTY HEAD START
SCHOOL BUS
14

AI-57210 **Precinct #2** **16. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd Maint (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan for Interlocal Agreement approved by Commissioners Court on 10/14/14.

2. Approval of 2016 appropriation of funds into Pct 2 Rd Maint in the amount of $100,000.00.

BACKGROUND

Request for Certification of Revenue was submitted to Auditor's Office 11/10/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Appropriation of fund from monies received from City of San Juan for ICA Contribution for the Pct 2 Eldora Rd Project.

Request for Certification of Revenue was submitted to Auditor's Office 11/10/16.

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 01:13 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Erika Zamora		Started On: 11/03/2016 05:29 PM
Final Approval Date: 11/10/2016		

DATE: November 15, 2016

DEPARTMENT HEAD: Commissioner Eddie Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-122-006-0-XXX

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

2016
Appropriation

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
6-1200-431-00-122-006-0-	610	Pct 2 Rd Maint	General Supplies	20,000.00
6-1200-431-00-122-006-0-	660	Pct 2 Rd Maint	Furn & Equip Cntrld	500.00
6-1200-431-00-122-006-0-	751	Pct 2 Rd Maint	Machinery & Equip	2,500.00
6-1200-431-00-122-006-0-	752	Pct 2 Rd Maint	Vehicles	18,500.00
6-1200-431-00-122-006-0-	890	Pct 2 Rd Maint	Other	58,500.00
6-1200-337-00-122-0XX-0-	*000*	*R&B Pct 2-San Juan-Eldora Rd (7,580LF E I Rd)*		*100,000.00*
			TOTAL BUDGET INCREASE (DECREASE)	**100,000.00**

REASON: Appropriation of revenue from City of San Juan for Eldora Rd Prj (7,580 LF E I Rd) ($100,000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

November 15, 2016

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of San Juan for the Precinct 2 El Dora Road Project in the amount of $100,000.00 These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/15/16
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 445TH D.C.

Jennifer Garza

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 3:13 PM
To: Jennifer Garza
Subject: FW: Request to Certify Revenue - Pct 2 Eldora Rd Prj ICA Contribution
Attachments: Request to Certify Revenue.pdf

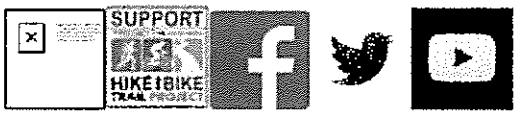
From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 10:48 AM
To: ray eufracio
Cc: linda fong; Becky Luna; Esther Perez; Carlos Jasso; armando garzajr; Eduardo Cantu
Subject: Request to Certify Revenue - Pct 2 Eldora Rd Prj ICA Contribution

Good morning Mr. Eufracio,

Attached please find a memo requesting certification of revenue for Precinct #2. Please let me know if you have any questions or require any additional information.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us



HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

MEMORANDUM

To: Ray Eufracio, CPA County Auditor

From: Hidalgo County Precinct # 2
Eduardo "Eddie" Cantu, County Commissioner Eddie

Date: November 10, 2016

Subject: Request for Certification of Revenue

Please accept this memo as my request to certify the following revenue:

Account No: 6-1200-126-30-122-036-0-000
Amount: $100,000.00

Agenda item # 57210 is currently scheduled for Commissioners' Court approval on November 15, 2016 and will require the certification of this revenue.

Attached please find a copy of the official Hidalgo County Receipt from the County Treasurer's Office that reflects what account the funds were deposited into as well as a copy of the interlocal agreement, and invoice submitted to the City for these funds.

If you have any questions regarding this matter do not hesitate to contact me at (956) 787-1891.

COUNTY OF HIDALGO TEXAS

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

AI-57210 **Precinct #2 17. 0.**
CC - REGULAR
Meeting Date: 11/15/2016
Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2
Department: COMM. PCT. #2

Information

CAPTION
Pct 2 Rd Maint (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan for Interlocal Agreement approved by Commissioners Court on 10/14/14.
2. Approval of 2016 appropriation of funds into Pct 2 Rd Maint in the amount of $100,000.00.

BACKGROUND
Request for Certification of Revenue was submitted to Auditor's Office 11/10/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Appropriation of fund from monies received from City of San Juan for ICA Contribution for the Pct 2 Eldora Rd Project.

Request for Certification of Revenue was submitted to Auditor's Office 11/10/16.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 01:13 PM
Final Approval		
Form Started By: Erika Zamora		Started On: 11/03/2016 05:29 PM

DATE: November 15, 2016

2016
Appropriation

DEPARTMENT HEAD: Commissioner Eddie Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-122-006-0-XXX

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

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
6-1200-431-00-122-006-0-	610	Pct 2 Rd Maint	General Supplies	20,000.00
6-1200-431-00-122-006-0-	660	Pct 2 Rd Maint	Furn & Equip Cntrld	500.00
6-1200-431-00-122-006-0-	751	Pct 2 Rd Maint	Machinery & Equip	2,500.00
6-1200-431-00-122-006-0-	752	Pct 2 Rd Maint	Vehicles	18,500.00
6-1200-431-00-122-006-0-	890	Pct 2 Rd Maint	Other	58,500.00
6-1200-337-00-122-0XX-0-	*000*	*R&B Pct 2-San Juan-Eldora Rd (7,580LF E I Rd)*		*100,000.00*
			TOTAL BUDGET INCREASE (DECREASE)	**100,000.00**

REASON: Appropriation of revenue from City of San Juan for Eldora Rd Prj (7,580 LF E I Rd) ($100,000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 14th day of October, 2014, by and between the **CITY OF SAN JUAN, TEXAS,** hereinafter to as "San Juan" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, San Juan and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, San Juan and County desire to reconstruct and pave and in somes cases provide certain roadside drainage improvements consisting of re-excavation of road side ditches, installation of culverts and inlets in accordance with plans and specifications prepared by engineer Raul Sesin, P.E. portions of five (5) certain roads more particularly described on Exhibit A attached hereto (the "Roads");

WHEREAS, County has determined that County will receive benefit from the future improvement to the Roads; and

WHEREAS, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the city limits of San Juan with San Juan's consent.

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

1. Precinct No. 2 of County through independent contractor (s) or its own forces agree to provide all labor, equipment and materials for reconstruction, paving and testing of the Roads.

2. San Juan agrees to pay County within thirty (30) days following receipt of

invoice from County the amounts for each portion of the Roads denoted and described on Exhibit B attached hereto. In no event shall San Juan pay County more than the sum of Three Hundred Thirty Three Thousand and no/100ths Dollars for the reconstruction and paving of the Roads.

3. All of the Roads are located within the municipal jurisdiction of San Juan.

4. Should condemnation proceedings become necessary for acquisition of right-of-way within San Juan's corporate city limits, San Juan's staff will assume all condemnation proceedings and financial responsibility for said proceedings, including but not limited to, attorney's fees.

5. The County agrees it is in its best interest to provide such assistance to San Juan as described herein, as such Roads serve as connecting links and are integral parts of the County road system.

6. San Juan, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

7. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement.

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

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

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

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

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

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

If to San Juan:	City of San Juan Attention: San Juanita Sanchez, Mayor 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
With copy to:	Commissioner, Precinct No. 2 Attention: Hector Palacios, Commissioner 300 West Hall Acres, Suite G Pharr, Texas 78577

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

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

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

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

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

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

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

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

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

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

CITY OF SAN JUAN

BY: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/14/14

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct portions of five (5) certain roads more particularly described on Exhibit A attached hereto including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of San Juan, Texas and Hidalgo County.

By vote on October 14, 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/14/14

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

- Cesar Chavez Road Paving and Drainage Improvements - from F.M. 495 north approximately 1,280 LF
- Moore Road Paving and Drainage Improvements - from "I" Rd east approximately 1,260 LF
- Sioux Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)
- El Dora Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)
- Nolana Loop Paving and Drainage Improvements – from Raul Longoria Rd to Cesar Chavez Road (6,780 LF total approximate project length)

EXHIBIT B

- Cesar Chavez Road Paving and Drainage Improvements - $15,000.00
- Moore Road Paving and Drainage Improvements - $18,000.00
- Sioux Road Paving and Drainage Improvements - $100,000.00
- El Dora Road Paving and Drainage Improvements - $100,000.00
- Nolana Loop Paving and Drainage Improvements - $100,000.00

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
County Commissioner

September 07, 2016

City of San Juan
Mr. Ben Arjona
709 S. Nebraska
San Juan, Texas 78589

RE: Eldora Road Improvements Payment Request

INVOICE

Dear Mr. Arjona:

The County of Hidalgo is requesting payment in the amount of $100,000.00 for work completed on Eldora Road, from the City of San Juan, pursuant to the Interlocal Cooperation Agreement (approved on 10/14/2014) between the City of San Juan and the County of Hidalgo to improve portions of Cesar Chavez Road, Moore Road, Sioux Road, Eldora Rd, and Nolana Loop more particularly described on Exhibit A of the interlocal agreement.

The interlocal agreement stipulates that the City of San Juan shall pay the County against invoice, within thirty (30) days for each portion of the roads denoted and described on Exhibit B.

Please remit payment to the following:

County of Hidalgo
Attn: Eduardo "Eddie" Cantu, County Commissioner
300 W Hall Acres Ste G
Pharr, Texas 78577

THE COUNTY OF HIDALGO TEXAS

Attached please find a copy of the interlocal agreement that pertains to this payment request.

If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

Sincerely,

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County Precinct No.2

Cc: The Honorable San Juanita Sanchez, Mayor, City of San Juan
The Honorable Eduardo "Eddie" Cantu, County Commissioner
Mr. Ray Eufracio, CPA County Auditor
Mrs. Linda Fong, First Assistant Auditor
Project file

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

Receipt No: 203719

Received From: PCT 2 CITY OF SAN JUAN EL DORA RD. Date 10/24/16

1	126783	R&B PCT 2 D/FR OTHER GOV-SJ-EL DORA ROAD 6-1200-126-30-122-036-0-000	100,000.00

Total: **100,000.00**

Check Total	100,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY
PRECINCT NO. 2
2016 OCT 24 PM 3 24

AI-57137 **Precinct #3** **17. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Authorization to submit the Economically Disadvantaged County (EDC) Program Application and Affidavit for the FM 681 Project with authority for County Judge to sign all required documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time - EDC Application Only.

Attachments

EDC Application & Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/28/2016 01:38 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Norma Ceballos Started On: 10/28/2016 12:03 PM

Final Approval Date: 11/10/2016

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County

APPLICANT **Hidalgo County**

District Contact Information

NAME: Maricela Salinas

TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0669-01-049
ESTIMATED LETTING DATE	December-16

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

FM 681, 1.66 miles north of FM 2058 to 0.02 miles south of FM 1925

PROJECT SCOPE- Give type of work.

Rehabilitate roadway

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The Hidalgo County has high unemployment and poverty rates and addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 91

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$18,000.00	10%	$1,800.00	$162.00
Eligible Utilities	$50,000.00	10%	$5,000.00	$450.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL	**$68,000.00**		**$6,800**	**$612**

Approved by: _____ Date: _____

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

October 25, 2016

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
FM 681
From 1.66 miles North of FM 2058 to 0.02 miles South of FM 1925
CSJ#0669-01-049

Dear Judge Garcia:

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the County would like to apply for the EDC reduction on their local participation for right of way and compensable utilities, please complete the affidavit only and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Hector Gonzalez, Jr., P.E., Pharr Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Oscar Garza, P.E., Project Manager
Project File

AI-57314 **Precinct #4** **18. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Request approval to process the following invoice as a claim with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

Vendor	Invoice No.	Amount	PO #
Cleveland Asphalt Products, Inc.	18321	$6,073.06	748414

BACKGROUND

See PO# 748414 Ergon
The invoice is being approved as a claim due to delivery being made by Cleveland Asphalt on 11/08/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1312-431-00-124-260-0-721

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

BUDGETARY IMPACT:

BCAP- Engleman Estates 6-1312-431-00-124-260-0-721 $3,701.81
6-1200-431-00-124-007-0-721 $2,371.25
See PO# 748414 Ergon

Attachments

Cleveland Asphalt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:56 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Veronica Lopez		Started On: 11/09/2016 04:22 PM
Final Approval Date: 11/10/2016		

Fax # 956-
292-7063
attn: Veronica

CLEVELAND ASPHALT PRODUCTS,INC.
Shepherd, Texas 77371
Phone [936] 628-6200
Phone [800] 334-0177

Hidalgo County Prct#4
NOV 09 2016
Edinburg, Texas

**********[PLEASE SEND REMITTANCE TO:]**********
**********[DEPARTMENT# 936]**********
**********[P.O.BOX 4652]**********
**********[HOUSTON, TEXAS 77210-4652]**********

Sold To: Hidalgo County ,Prct#4
Attn: Accounts Payable
1051 N. Doolittle Street
Edinburg,Tx 78539

Invoice No.18321
Date:November 8,2016

Ship To:
Prct#4
1051 N. Doolittle Street
Edinburg,Tx

Shipped Via:CAPCO TRANSPORT,LLC /JUSTRUCK
Tractor & Trailer No. RL & 31
Freight Charges Prepaid__X__Collect_____

Purchase Order:#748414

2% 10 Days
Net 30 Days

QUANTITY ORDERED	QUANTITY SHIPPED	++++++++++++++++++++++++++ PRODUCT DESCRIPTION	UNIT PRICE	TOTAL PRICE
		MS-1 Asphalt Emulsion High Performance Cold Mix		
	1614.32	SS-1 Asphalt Emulsion	3.7620	6073.06
		HFRS-2P/CRS-2P Asphalt Emuls.		
		CRS-2 Asphalt Emulsion		
		MC-30 Asphalt Cutback(Prime)		
		MC-800 Asphalt Cutback		
		RC-250 Asphalt Cutback		
		AES-300 Asphalt Emulsion		
		AE-P Asphalt Emulsion Prime		
		AC-5 & AC-10 Asphalt Cement		
		INVOICE TOTAL		6073.06

Metered Gallons	1672.00
Loading Temp'F	160
Temp Correction Factor	0.9655
Net Gallons	1614.32

******** THANK YOU **********
YOUR BUSINESS IS APPRECIATED

RETURN COPY OF THIS INVOICE WITH YOUR PAYMENT

Hidalgo County Pct#4
NOV 08 2016
Edinburg, Texas 78542

STRAIGHT BILL OF LADING – SHORT FORM

NOTICE: Shippers of hazardous materials must enter 24-hour emergency response telephone number under "Emergency Response Phone Number.

Date Tuesday 11/08/16

Bill of Lading No. Ergon PO # 748414

Shipper No. 18321

Carrier No.

Memorandum CAPCO TRANSPORT, LLC
(Name of Carrier)

TO: Consignee Hidalgo County Prct #4
Street
Destination Edinburg TX Zip Code

FROM: Shipper Cleveland Asphalt Products
Street US Hwy 59N
Shepherd, TX 77371
Origin Zip Code

Route: 1051 North Doolittle | Vehicle No. JT104 + 31 | SCAC | Emergency Response Phone Number 800-334-0177

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions (Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of National Motor Freight Classification, Item 360.)	Weight (Subject to Correction)*	Rate or Class	CHARGES
		PO # 748414	Gals @ 60°F	1614.32	
		GALS. 55-1			
		1672			
		TEMP. 160°			
		CORR. FACTOR .9655			
		Ve Z D C			
956-279-5613					

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight".

REMIT C.O.D. TO: ADDRESS 8am P/H | C.O.D. Amt. $ | C.O.D. FEE: PREPAID ☐ COLLECT ☐ $ | TOTAL CHARGES: $

Note–Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

$ PO CANCEL ORDERS AFTER HRS: 713-206-8471 per

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other charges.

(Signature of Consignor)

FREIGHT CHARGES
Check Appropriate Box:
☒ Freight prepaid
☐ Collect

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mark with "RQ" if appropriate to designate Hazardous Materials as defined in the U.S. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on Bills of Lading per 172.201(a)(1) (iii) of Title 49 Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement prescribed in section 172.204(a) of the Federal Regulations, as indicated on the Bill of Lading does apply, unless a specific exception from the requirement is provided in the Regulation for a particular material.

The format and content of hazardous item list is the responsibility of individual company interpretation of requirements as described in 49 Code of Federal Regulations 172, Subpart C-Shipping Papers. Such description consists of the following per Sections 172.201 (Hazardous Material Table) and Sections 172.202 and 172.203: Proper shipping name, hazardous class, UN identification number, packing group, and subsidiary class(es).

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c (1)(A) and (B).

SHIPPER Cleveland Asphalt Atlas
PER

CARRIER CAPCO Transport, LLC
PER [signature]

This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.

1672

Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

INVOICE

METER READING BEFORE AND AFTER DELIVERY

Ergon
PO # 748414

CLEVELAND ASPHALT PRODUCTS, INC.
P.O. Box 1449
SHEPHERD, TEXAS 77371
(936) 628-6200

☐ **Dyed unmarked Heating Oil: Not for use in highway or non-highway, locomotive or marine engines.**

SOLD TO Hidalgo County Pct #2

ADDRESS PO# ~~Edinb~~ TX 748414

CITY, STATE, ZIP Edinburg TX

DATE 11/8/16 ☐ C.O.D. ☑ CHARGE

PRODUCT	GALLONS	PRICE	AMOUNT
SS-1 Cats	1677	Cats @ 1.00	1614.38
Trip	160		
Cats	9655		
		TAX	
		TOTAL	

PAYMENT RECEIVED BY

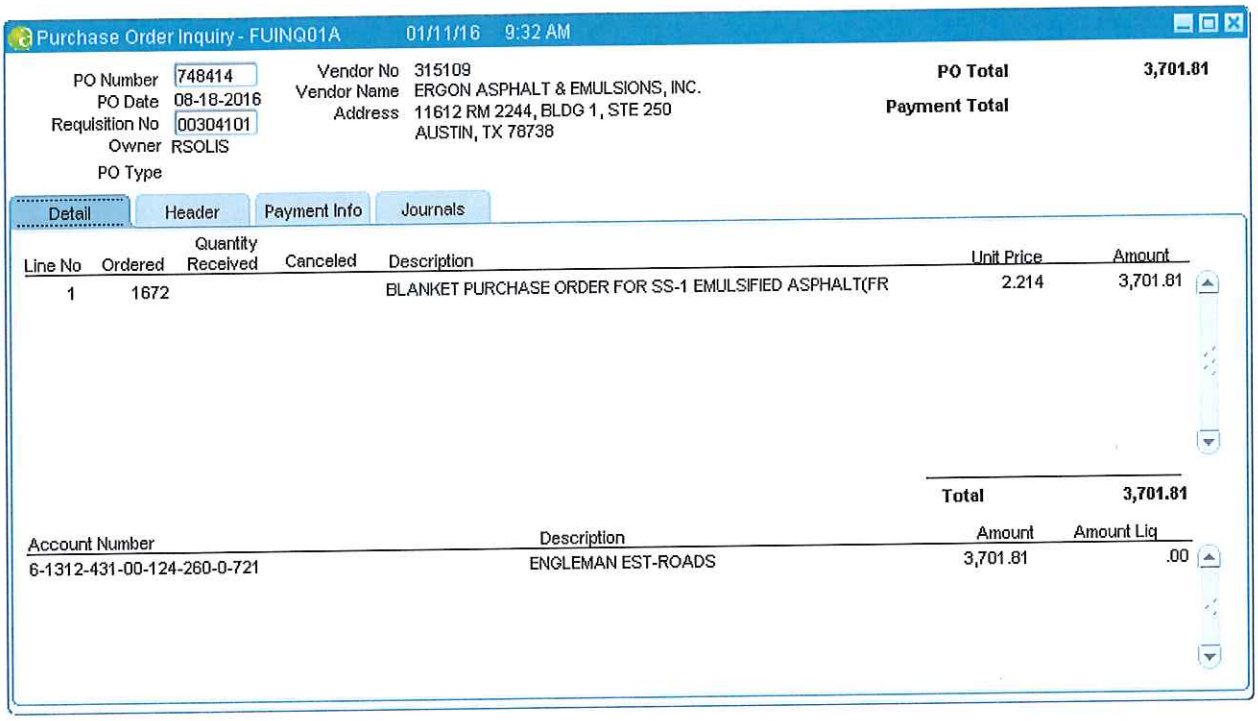
AMOUNT $ ☐ CASH ☐ CHECK

TIME OF DELIVERY A.M. P.M. TRUCK NO. 104 31

CUSTOMER'S SIGNATURE X

18321

DELIVERY RECEIVED PER ABOVE METER READING


Purchase Order Inquiry - FUINQ01A 01/11/16 9:32 AM
PO Number 748414
PO Date 08-18-2016
Requisition No 00304101
Owner RSOLIS
PO Type
Vendor No 315109
Vendor Name ERGON ASPHALT & EMULSIONS, INC.
Address 11612 RM 2244, BLDG 1, STE 250
AUSTIN, TX 78738
PO Total 3,701.81
Payment Total
Detail
Header
Payment Info
Journals
Line No Ordered Quantity Received Canceled Description Unit Price Amount
1 1672 BLANKET PURCHASE ORDER FOR SS-1 EMULSIFIED ASPHALT(FR 2.214 3,701.81
Total 3,701.81
Account Number Description Amount Amount Liq
6-1312-431-00-124-260-0-721 ENGLEMAN EST-ROADS 3,701.81 .00

AI-57329 **Budget and Management** **19. A.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

Requesting approval to submit FY 2017 Hidalgo County Formula Grant Program Application and requesting Approval and signature for 2017 Hidalgo County Resolution Indigent Defense Grant Program

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Grant Fiscal Year 2017

6-1100-334-00-070-001-0-000 Indigent Defense Grant (Revenue Acct)

Approval of resolution authorizing the submittal of the 2017 Indigent Defense Formula Grant

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 10:02 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: David Sinder		Started On: 11/10/2016 09:24 AM
Final Approval Date: 11/10/2016		

2017 Hidalgo County Formula Grant Program Application Confirmation

County:	Hidalgo
Fiscal Year:	2017
Confirmation Number:	201710820161003
Projected Allocation:	To Be Determined
County's FY01 Baseline:	$2,076,345.00
State Payee Identification number:	74-6000717
Division or unit within the county to administer the grant:	Court Administration
Official County Mailing Address:	100 N. Closner Edinburg, TX 78539

The County Judge is **Ramon Garcia.**
The Financial Officer is the County Auditor, **Raymundo Eufracio.**
The Local Administrative District Judge is **Mario E. Ramirez, Jr..**
The Local Administrative Statutory County Court Judge is **Rodolfo Gonzalez.**
The Chairman of the Juvenile Board is **Mario E. Ramirez, Jr..**

Indigent Defense Plan Review Summary

District Plan	County Plan	Juvenile Board Plan
Complete	Complete	Complete

The plan requirements appear to have been met.

After printing out the Resolution and obtaining the appropriate signatures, mail or fax the form to:

Heather Caspers, PPRI
TAMU Mailstop 4476
College Station, Texas 77843-4476
Fax number: 888-351-3485

Resolution Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

2017 Hidalgo County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that Israel Ramon, Jr. is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2016.

_____
Ramon Garcia
County Judge

Attest:

_____
County Clerk

AI-57286 **Budget and Management** **19. B.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TXDOT-Pct 1 M6W (1315):
Authority for the County Judge to sign TXDOT Form ROW-A-10 Tabulation of Values for all parcels associated with the Pct 1 Mile 6 West Road Project CSJ 0921-02-168 until the completion of this project.

BACKGROUND

CSJ 0921-02-168
ROW CSJ 0921-02-356

On 9/1/16 TXDOT provided the County Full Authority to Proceed with the ROW acquisition on Mile 6 West. Form ROW A-10 is required to be signed for each parcel on this project.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 02:41 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Merlen P. Munoz		Started On: 11/09/2016 11:31 AM

Final Approval Date: 11/10/2016

AI-57271 **Budget and Management** **19. C.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of medical coverage for the temporary employees listed below as per the Affordable Care Act (ACA) IRS Code Section 4980H - Shared responsibility for employers regarding health insurance.
1. E#211060 effective 9/1/16
2. E#212300 effective 12/1/16

BACKGROUND

The County contracted Eligibility Tracking Calculators (ETC) to track employees medical coverage eligibility and generate employees' 1095-C forms and employer's 1094-C forms. Based on latest analysis made by ETC from data provided by the County, these employees have met the ACA requirements eligibility. Section 4980H(c)(4) states that a full-time employee with respect to any month is an employee who is employed on average at least 30 hours of service per week.

Fiscal Impact

Attachments

SECTION 4980H
IRS Q&A - ACA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/09/2016 02:38 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Angelica M. Tapia Started On: 11/09/2016 09:03 AM
Final Approval Date: 11/10/2016

effect on or after the date of the enactment of this Act [June 7, 2001].

''(2) TRANSITION.—Until such time as the Secretary of the Treasury issues regulations under sections 4980F(e)(2) and (3) of the Internal Revenue Code of 1986, and section 204(h) of the Employee Retirement Income Security Act of 1974 [29 U.S.C. 1054(h)], as added by the amendments made by this section, a plan shall be treated as meeting the requirements of such sections if it makes a good faith effort to comply with such requirements.

''(3) SPECIAL NOTICE RULE.—

''(A) IN GENERAL.—The period for providing any notice required by the amendments made by this section shall not end before the date which is 3 months after the date of the enactment of this Act.

''(B) REASONABLE NOTICE.—The amendments made by this section shall not apply to any plan amendment taking effect on or after the date of the enactment of this Act if, before April 25, 2001, notice was provided to participants and beneficiaries adversely affected by the plan amendment (and their representatives) which was reasonably expected to notify them of the nature and effective date of the plan amendment.''

§ 4980G. Failure of employer to make comparable health savings account contributions

(a) General rule

In the case of an employer who makes a contribution to the health savings account of any employee during a calendar year, there is hereby imposed a tax on the failure of such employer to meet the requirements of subsection (b) for such calendar year.

(b) Rules and requirements

Rules and requirements similar to the rules and requirements of section 4980E shall apply for purposes of this section.

(c) Regulations

The Secretary shall issue regulations to carry out the purposes of this section, including regulations providing special rules for employers who make contributions to Archer MSAs and health savings accounts during the calendar year.

(d) Exception

For purposes of applying section 4980E to a contribution to a health savings account of an employee who is not a highly compensated employee (as defined in section 414(q)), highly compensated employees shall not be treated as comparable participating employees.

(Added Pub. L. 108–173, title XII, § 1201(d)(4)(A), Dec. 8, 2003, 117 Stat. 2478; amended Pub. L. 109–432, div. A, title III, § 306(a), Dec. 20, 2006, 120 Stat. 2951.)

AMENDMENTS

2006—Subsec. (d). Pub. L. 109–432 added subsec. (d).

EFFECTIVE DATE OF 2006 AMENDMENT

Pub. L. 109–432, div. A, title III, § 306(b), Dec. 20, 2006, 120 Stat. 2951, provided that: ''The amendment made by this section [amending this section] shall apply to taxable years beginning after December 31, 2006.''

EFFECTIVE DATE

Section applicable to taxable years beginning after Dec. 31, 2003, see section 1201(k) of Pub. L. 108–173, set out as an Effective Date of 2003 Amendment note under section 62 of this title.

§ 4980H. Shared responsibility for employers regarding health coverage

(a) Large employers not offering health coverage

If—

(1) any applicable large employer fails to offer to its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan (as defined in section 5000A(f)(2)) for any month, and

(2) at least one full-time employee of the applicable large employer has been certified to the employer under section 1411 of the Patient Protection and Affordable Care Act as having enrolled for such month in a qualified health plan with respect to which an applicable premium tax credit or cost-sharing reduction is allowed or paid with respect to the employee,

then there is hereby imposed on the employer an assessable payment equal to the product of the applicable payment amount and the number of individuals employed by the employer as full-time employees during such month.

(b) Large employers offering coverage with employees who qualify for premium tax credits or cost-sharing reductions

(1) In general

If—

(A) an applicable large employer offers to its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan (as defined in section 5000A(f)(2)) for any month, and

(B) 1 or more full-time employees of the applicable large employer has been certified to the employer under section 1411 of the Patient Protection and Affordable Care Act as having enrolled for such month in a qualified health plan with respect to which an applicable premium tax credit or cost-sharing reduction is allowed or paid with respect to the employee,

then there is hereby imposed on the employer an assessable payment equal to the product of the number of full-time employees of the applicable large employer described in subparagraph (B) for such month and an amount equal to 1/12 of $3,000.

(2) Overall limitation

The aggregate amount of tax determined under paragraph (1) with respect to all employees of an applicable large employer for any month shall not exceed the product of the applicable payment amount and the number of individuals employed by the employer as full-time employees during such month.

(c) Definitions and special rules

For purposes of this section—

(1) Applicable payment amount

The term ''applicable payment amount'' means, with respect to any month, 1/12 of $2,000.

(2) Applicable large employer

(A) In general

The term ''applicable large employer'' means, with respect to a calendar year, an

employer who employed an average of at least 50 full-time employees on business days during the preceding calendar year.

(B) Exemption for certain employers

(i) In general

An employer shall not be considered to employ more than 50 full-time employees if—

(I) the employer's workforce exceeds 50 full-time employees for 120 days or fewer during the calendar year, and

(II) the employees in excess of 50 employed during such 120-day period were seasonal workers.

(ii) Definition of seasonal workers

The term ''seasonal worker'' means a worker who performs labor or services on a seasonal basis as defined by the Secretary of Labor, including workers covered by section 500.20(s)(1) of title 29, Code of Federal Regulations and retail workers employed exclusively during holiday seasons.

(C) Rules for determining employer size

For purposes of this paragraph—

(i) Application of aggregation rule for employers

All persons treated as a single employer under subsection (b), (c), (m), or (*o*) of section 414 of the Internal Revenue Code of 1986 shall be treated as 1 employer.

(ii) Employers not in existence in preceding year

In the case of an employer which was not in existence throughout the preceding calendar year, the determination of whether such employer is an applicable large employer shall be based on the average number of employees that it is reasonably expected such employer will employ on business days in the current calendar year.

(iii) Predecessors

Any reference in this subsection to an employer shall include a reference to any predecessor of such employer.

(D) Application of employer size to assessable penalties

(i) In general

The number of individuals employed by an applicable large employer as full-time employees during any month shall be reduced by 30 solely for purposes of calculating—

(I) the assessable payment under subsection (a), or

(II) the overall limitation under subsection (b)(2).

(ii) Aggregation

In the case of persons treated as 1 employer under subparagraph (C)(i), only 1 reduction under subclause (I) or (II)[1] shall be allowed with respect to such persons and such reduction shall be allocated among such persons ratably on the basis of the number of full-time employees employed by each such person.

(E) Full-time equivalents treated as full-time employees

Solely for purposes of determining whether an employer is an applicable large employer under this paragraph, an employer shall, in addition to the number of full-time employees for any month otherwise determined, include for such month a number of full-time employees determined by dividing the aggregate number of hours of service of employees who are not full-time employees for the month by 120.

(3) Applicable premium tax credit and cost-sharing reduction

The term ''applicable premium tax credit and cost-sharing reduction'' means—

(A) any premium tax credit allowed under section 36B,

(B) any cost-sharing reduction under section 1402 of the Patient Protection and Affordable Care Act, and

(C) any advance payment of such credit or reduction under section 1412 of such Act.

(4) Full-time employee

(A) In general

The term ''full-time employee'' means, with respect to any month, an employee who is employed on average at least 30 hours of service per week.

(B) Hours of service

The Secretary, in consultation with the Secretary of Labor, shall prescribe such regulations, rules, and guidance as may be necessary to determine the hours of service of an employee, including rules for the application of this paragraph to employees who are not compensated on an hourly basis.

(5) Inflation adjustment

(A) In general

In the case of any calendar year after 2014, each of the dollar amounts in subsection (b) and paragraph (1) shall be increased by an amount equal to the product of—

(i) such dollar amount, and

(ii) the premium adjustment percentage (as defined in section 1302(c)(4) of the Patient Protection and Affordable Care Act) for the calendar year.

(B) Rounding

If the amount of any increase under subparagraph (A) is not a multiple of $10, such increase shall be rounded to the next lowest multiple of $10.

(6) Other definitions

Any term used in this section which is also used in the Patient Protection and Affordable Care Act shall have the same meaning as when used in such Act.

(7) Tax nondeductible

For denial of deduction for the tax imposed by this section, see section 275(a)(6).

[1] So in original. Probably means subclause (I) or (II) of clause (i).

(d) Administration and procedure

(1) In general

Any assessable payment provided by this section shall be paid upon notice and demand by the Secretary, and shall be assessed and collected in the same manner as an assessable penalty under subchapter B of chapter 68.

(2) Time for payment

The Secretary may provide for the payment of any assessable payment provided by this section on an annual, monthly, or other periodic basis as the Secretary may prescribe.

(3) Coordination with credits, etc.

The Secretary shall prescribe rules, regulations, or guidance for the repayment of any assessable payment (including interest) if such payment is based on the allowance or payment of an applicable premium tax credit or cost-sharing reduction with respect to an employee, such allowance or payment is subsequently disallowed, and the assessable payment would not have been required to be made but for such allowance or payment.

(Added and amended Pub. L. 111–148, title I, §1513(a), title X, §§10106(e)–(f)(2), 10108(i)(1)(A), Mar. 23, 2010, 124 Stat. 253, 910, 914; Pub. L. 111–152, title I, §1003, Mar. 30, 2010, 124 Stat. 1033; Pub. L. 112–10, div. B, title VIII, §1858(b)(4), Apr. 15, 2011, 125 Stat. 169.)

REFERENCES IN TEXT

The Patient Protection and Affordable Care Act, referred to in subsecs. (a)(2), (b)(1)(B), and (c)(3)(B), (C), (5)(A)(ii), (6), is Pub. L. 111–148, Mar. 23, 2010, 124 Stat. 119. Sections 1302(c)(4), 1402, 1411, and 1412 of the Act are classified to sections 18022(c)(4), 18071, 18081, and 18082, respectively, of Title 42, The Public Health and Welfare. Section 10108 of the Act enacted former section 139D of this title and section 18101 of Title 42, amended sections 36B, 162, 4980H, 6056, and 6724 of this title and section 218b of Title 29, Labor, and enacted provisions set out as notes under sections 36B, 162, 4980H, and 6056 of this title and former section 139D of this title. For complete classification of this Act to the Code, see Short Title note set out under section 18001 of Title 42 and Tables.

AMENDMENTS

2011—Subsec. (b)(3). Pub. L. 112–10 struck out par. (3). Text read as follows: ''No assessable payment shall be imposed under paragraph (1) for any month with respect to any employee to whom the employer provides a free choice voucher under section 10108 of the Patient Protection and Affordable Care Act for such month.''

2010—Subsec. (b). Pub. L. 111–152, §1003(d), redesignated subsec. (c) as (b) and struck out former subsec. (b) which related to large employers with enrollment waiting periods exceeding 60 days.

Pub. L. 111–148, §10106(e), amended subsec. (b) generally. Prior to amendment, subsec. (b) related to large employers with enrollment waiting periods exceeding 30 days.

Subsec. (c). Pub. L. 111–152, §1003(d), redesignated subsec. (d) as (c). Former subsec. (c) redesignated (b).

Subsec. (c)(1). Pub. L. 111–152, §1003(b)(1), substituted ''an amount equal to 1/12 of $3,000'' for ''400 percent of the applicable payment amount'' in concluding provisions.

Subsec. (c)(3). Pub. L. 111–148, §10108(i)(1)(A), added par. (3).

Subsec. (d). Pub. L. 111–152, §1003(d), redesignated subsec. (e) as (d). Former subsec. (d) redesignated (c).

Subsec. (d)(1). Pub. L. 111–152, §1003(b)(2), substituted ''$2,000'' for ''$750''.

Subsec. (d)(2)(D). Pub. L. 111–152, §1003(a), amended subpar. (D) generally. Prior to amendment, text read as follows: ''In the case of any employer the substantial annual gross receipts of which are attributable to the construction industry—

''(i) subparagraph (A) shall be applied by substituting 'who employed an average of at least 5 full-time employees on business days during the preceding calendar year and whose annual payroll expenses exceed $250,000 for such preceding calendar year' for 'who employed an average of at least 50 full-time employees on business days during the preceding calendar year', and

''(ii) subparagraph (B) shall be applied by substituting '5' for '50'.''

Pub. L. 111–148, §10106(f)(2), added subpar. (D).

Subsec. (d)(2)(E). Pub. L. 111–152, §1003(c), added subpar. (E).

Subsec. (d)(4)(A). Pub. L. 111–148, §10106(f)(1), inserted '', with respect to any month,'' after ''means''.

Subsec. (d)(5)(A). Pub. L. 111–152, §1003(b)(3), substituted ''subsection (b) and paragraph (1)'' for ''subsection (b)(2) and (d)(1)'' in introductory provisions.

Subsec. (e). Pub. L. 111–152, §1003(d), redesignated subsec. (e) as (d).

EFFECTIVE DATE OF 2011 AMENDMENT

Amendment by Pub. L. 112–10 effective as if included in the provisions of, and the amendments made by, the provisions of Pub. L. 111–148 to which it relates, see section 1858(d) of Pub. L. 112–10, set out as a note under section 36B of this title.

EFFECTIVE DATE OF 2010 AMENDMENT

Pub. L. 111–148, title X, §10106(f)(3), Mar. 23, 2010, 124 Stat. 911, provided that: ''The amendment made by paragraph (2) [amending this section] shall apply to months beginning after December 31, 2013.''

Pub. L. 111–148, title X, §10108(i)(1)(B), Mar. 23, 2010, 124 Stat. 914, provided that: ''The amendment made by this paragraph [amending this section] shall apply to months beginning after December 31, 2013.''

EFFECTIVE DATE

Pub. L. 111–148, title I, §1513(d), Mar. 23, 2010, 124 Stat. 256, provided that: ''The amendments made by this section [enacting this section] shall apply to months beginning after December 31, 2013.''

§ 4980I. Excise tax on high cost employer-sponsored health coverage

(a) Imposition of tax

If—

(1) an employee is covered under any applicable employer-sponsored coverage of an employer at any time during a taxable period, and

(2) there is any excess benefit with respect to the coverage,

there is hereby imposed a tax equal to 40 percent of the excess benefit.

(b) Excess benefit

For purposes of this section—

(1) In general

The term ''excess benefit'' means, with respect to any applicable employer-sponsored coverage made available by an employer to an employee during any taxable period, the sum of the excess amounts determined under paragraph (2) for months during the taxable period.

(2) Monthly excess amount

The excess amount determined under this paragraph for any month is the excess (if any) of—

Questions and Answers on Employer Shared Responsibility Provisions Under the Affordable Care Act

On Feb. 10, 2014, the IRS and Treasury issued final regulations on the Employer Shared Responsibility provisions under section 4980H of the Internal Revenue Code. More information is available on the employer shared responsibility page. The following questions and answers provide helpful information about the guidance:

- **Basics of the Employer Shared Responsibility Provisions**: Questions 1-3
- **Which Employers are Subject to the Employer Shared Responsibility Provisions**: Questions 4-14
- **Identification of Full-Time Employees:** Questions 15-17
- **Liability for the Employer Shared Responsibility Payment**: Questions 18-23
- **Calculation of the Employer Shared Responsibility Payment**:Questions 24-26
- **Making an Employer Shared Responsibility Payment**: Questions 27-28
- **Transition Relief**: Questions 29-39
- **Basics for Small Employers**: Questions 40-42
- **Related Provisions**: Questions 43-47
- **Additional Information**: Questions 48-56

Basics of the Employer Shared Responsibility Provisions

1. What are the Employer Shared Responsibility provisions?

For 2015 and after, employers employing at least a certain number of employees (generally 50 full-time employees or a combination of full-time and part-time employees that is equivalent to 50 full-time employees) will be subject to the Employer Shared Responsibility provisions under section 4980H of the Internal Revenue Code (added to the Code by the Affordable Care Act). As defined by the statute, a full-time employee is an individual employed on average at least 30 hours of service per week. An employer that meets the 50 full-time employee threshold is referred to as an applicable large employer.

Under the Employer Shared Responsibility provisions, if these employers do not offer affordable health coverage that provides a minimum level of coverage to their full-time employees (and their dependents), the employer may be subject to an Employer Shared Responsibility payment if at least one of its full-time employees receives a premium tax credit for purchasing individual coverage on one of the new Affordable Insurance Exchanges, also called a Health Insurance Marketplace (Marketplace).

2. When do the Employer Shared Responsibility provisions go into effect?

The Employer Shared Responsibility provisions generally are not effective until Jan. 1, 2015, meaning that no Employer Shared Responsibility payments will be assessed for 2014. See Notice 2013-45. Employers will use information about the number of employees they employ and their hours of service during 2014 to determine whether they employ enough employees to be an applicable large employer for 2015. See question 4 for more information on determining whether an employer is an applicable large employer and questions 29 through 39 for more information about transition relief for 2015.

3. Is more detailed information available about the Employer Shared Responsibility provisions?

Yes. Treasury and the IRS have issued final regulations on the Employer Shared Responsibility provisions. Treasury and the IRS also have issued proposed regulations on the related Information Reporting by Applicable Large Employers on Health Insurance Coverage Offered under Employer-Sponsored Plans.

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Which Employers Are Subject to the Employer Shared Responsibility Provisions?

4. I understand that the Employer Shared Responsibility provisions apply only to employers employing at least a certain number of employees. How many employees must an employer have to be subject to the Employer Shared Responsibility provisions?

To be subject to the Employer Shared Responsibility provisions for a calendar year, an employer must have employed during the previous calendar year at least 50 full-time employees or a combination of full-time and part-time employees that equals at least 50. For example, an employer that employs 40 full-time employees (that is, employees employed 30 or more hours per week on average) and 20 employees employed 15 hours per week on average has the equivalent of 50 full-time employees, and would be an applicable large employer.

Seasonal workers are taken into account in determining the number of full-time employees. However, if an employer's workforce exceeds 50 full-time employees (including full-time equivalents) for 120 days or fewer during a calendar year, and the employees in excess of 50 who were employed during that period of no more than 120 days were seasonal workers, the employer is not considered an applicable large employer. Seasonal workers are workers who perform labor or services on a seasonal basis as defined by the Secretary of Labor, and retail workers employed exclusively during holiday seasons. For this purpose, employers may apply a reasonable, good faith interpretation of the term "seasonal worker."

Employers will determine each year, based on their current number of employees, whether they will be considered an applicable large employer for the next year. For example, if an employer has at least 50 full-time employees (including full-time equivalents) for 2014, it will be considered an applicable large employer for 2015. Note that because employers will be performing this calculation for the first time to determine their status for 2015, there is a transition rule intended to make this first calculation easier. See question 31 for a discussion of this transition rule for 2015 determination of applicable large employer status.

Employers average their number of employees across the months in the year to see whether they will be an applicable large employer for the next year. This averaging can take account of fluctuations that many employers may experience in their work force across the year. The final regulations provide additional information about how to determine the average number of employees for a year, including information about how to take account of salaried employees who may not clock their hours.

5. How does an employer that was not in existence throughout the preceding calendar year determine if it employs enough employees to be subject to the Employer Shared Responsibility provisions?

An employer that was not in existence on any business day in the prior calendar year is considered an applicable large employer in the current year if the employer is reasonably expected to employ an average of at least 50 full-time employees (including full-time equivalents) on business days during the current calendar year and it actually employs an average of at least 50 full-time employees (including full-time equivalents) on business days during the calendar year. In contrast, for the next year (the year after the first year the employer was in existence), the employer will determine its status as an applicable large employer using the rules that generally apply (that is, based on the number of full-time employees and full-time equivalents that the employer employed in the preceding year).

6. If two or more companies have a common owner or are otherwise related, are they combined for purposes of determining whether they employ enough employees to be subject to the Employer Shared Responsibility provisions?

Yes, section 4980H includes a longstanding provision that also applies for other tax and employee benefit purposes, under which companies that have a common owner or are otherwise related generally are combined and treated as a single employer, and so would be combined for purposes of determining whether or not they collectively employ at least 50 full-time employees (including full-time equivalents). If the combined total meets the threshold, then each separate company is subject to the Employer Shared Responsibility provisions, even those companies that individually do not employ enough employees to meet the threshold. (Note that these rules for combining related employers do not apply for purposes of determining whether a particular company owes an Employer Shared Responsibility payment or the amount of any payment. That is determined separately for each related company).

7. Do the Employer Shared Responsibility provisions apply only to large employers that are for-profit businesses or to other large employers as well?

All employers that are applicable large employers are subject to the Employer Shared Responsibility provisions, including for-profit, non-profit, and government entity employers.

8. Do the Employer Shared Responsibility provisions apply to government entities?

Yes. There is no exclusion from the Employer Shared Responsibility provisions for government entities. All employers that are applicable large employers are subject to the Employer Shared Responsibility provisions, including federal, state, local, and Indian tribal government employers.

9. Do the Employer Shared Responsibility provisions apply to employers in states where a Federally-facilitated Exchange (Marketplace) has been established on behalf of the state?

Yes. An applicable large employer is subject to an Employer Shared Responsibility payment if at least one of its full-time employees receives a premium tax credit. A premium tax credit is only available to eligible individuals who obtain coverage through a Marketplace, which includes a State Based Exchange, regional Exchange, subsidiary Exchange, or the Federally-facilitated Exchange established on behalf of a state.

10. Do the Employer Shared Responsibility provisions apply to employers with full-time employees who are eligible for health coverage through another source, such as Medicare, Medicaid, or a spouse's employer?

Yes. For purposes of determining whether an employer is an applicable large employer, all employees are counted (subject to a limited exception for certain seasonal workers), regardless of whether the employees are eligible for health coverage from another source, such as Medicare, Medicaid, or a spouse's employer. Thus, an applicable large employer with full-time employees who are eligible for health coverage through another source, such as Medicare, Medicaid, or a spouse's employer, will be subject to the Employer Shared Responsibility provisions regardless of whether those employees are eligible for coverage from another source. But, employees who are eligible for Medicare or Medicaid are not eligible for a premium tax credit. If no full-time employee receives a premium tax credit (for example, because all of an employer's full-time employees are eligible for Medicare or Medicaid), the employer will not be subject to an Employer Shared Responsibility payment.

However, as described in question 18 below, if an applicable large employer does not offer coverage to its full-time employees (and their dependents) or offers coverage to fewer than 95% of its full-time employees (and their dependents) and a full-time employee receives a premium tax credit, the employer will be liable for an Employer Shared Responsibility payment, which will be calculated based on the employer's number of full-time employees. For this purpose, the number of full-time employees includes full-time employees who are eligible for coverage from another source. See questions 33 through 37 for transition relief for 2015.

11. Do the Employer Shared Responsibility provisions apply to employers with full-time employees who are exempt from the Individual Shared Responsibility provision, such as members of a Health Care Sharing Ministry or members of a Federally-recognized Indian tribe?

Yes. For purposes of determining whether an employer is an applicable large employer, all employees are counted (subject to a limited exception for certain seasonal workers), regardless of whether they are exempt from the Individual Shared Responsibility provision. Thus, an applicable large employer with full-time employees who are exempt from the Individual Shared Responsibility provision will be subject to the Employer Shared Responsibility provision. Employees who are exempt from the Individual Shared Responsibility provision may be eligible for a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment. However, if an applicable large employer does not offer coverage to its full-time employees (and their dependents) and a full-time employee receives a premium tax credit, the employer will be liable for an Employer Shared Responsibility payment which will be calculated based on the employer's number of full-time employees. See questions 10 and18.

12. Which employers are not subject to the Employer Shared Responsibility provisions?

For a calendar year, employers who employ fewer than 50 full-time employees (including full-time equivalents) in the prior calendar year are not subject to the Employer Shared Responsibility provisions. See question 4 for a limited exception for employers with certain seasonal workers, and questions 34 through 36 for 2015 transition relief for employers with fewer than 100 full-time employees (including full-time equivalents).

13. Are companies with employees working outside the United States subject to the Employer Shared Responsibility provisions?

For purposes of determining whether an employer is an applicable large employer, an employer generally takes into account only work performed in the United States. For example, if a foreign employer has a large workforce worldwide, but fewer than 50 full-time employees (including full-time equivalents) in the United States, the foreign employer generally would not be subject to the Employer Shared Responsibility provisions.

14. Are companies that employ U.S. citizens working abroad subject to the Employer Shared Responsibility provisions?

A company that employs U.S. citizens working abroad generally would be subject to the Employer Shared Responsibility provisions only if the company had at least 50 full-time employees (including full-time equivalents), determined by taking into account work performed in the United States. Thus, employees working only abroad, whether or not U.S. citizens, generally will not be taken into account for purposes of determining whether an employer is applicable large employer or for purposes of determining whether the employer owes an Employer Shared Responsibility payment or the amount of any such payment.

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Identification of Full-Time Employees

15. How does an employer identify its full-time employees for purposes of the Employer Shared Responsibility provisions?

An employer's number of full-time employees matters both for purposes of whether the Employer Shared Responsibility provisions apply to an employer and whether an Employer Shared Responsibility payment is owed by an employer (and the amount of that payment). An employer identifies its full-time employees based on each employee's hours of service. For purposes of the Employer Shared Responsibility provisions, an employee is a full-time employee for a calendar month if he or she averages at least 30 hours of service per week. Under the final regulations, for purposes of determining full-time employee status, 130 hours of service in a calendar month is treated as the monthly equivalent of at least 30 hours of service per week.

The final regulations provide two measurement methods for determining whether an employee has sufficient hours of service to be a full-time employee. One method is the monthly measurement method under which an employer determines each employee's status as a full-time employee by counting the employee's hours of service for each month. The other method is the look-back measurement method under which an employer may determine the status of an employee as a full-time employee during a future period (referred to as the stability period), based upon the hours of service of the employee in a prior period (referred to as the measurement period). The look-back measurement method for identifying full-time employees is available only for purposes of determining and computing liability for an Employer Shared Responsibility payment, and not for purposes of determining if the employer is an applicable large employer. The final regulations describe approaches that can be used for various circumstances, such as for employees who work variable hour schedules, seasonal employees, and employees of educational organizations.

These methods prescribe minimum standards for the identification of full-time employee status. Employers always may make additional employees eligible for coverage, or otherwise offer coverage more expansively than required.

16. For purposes of the Employer Shared Responsibility provisions, what is an hour of service?

Generally, an hour of service means each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Under the final regulations, an hour of service does not include any hour of service performed as a bona fide volunteer, as part of a Federal Work-Study Program (or a substantially similar program of a State or political subdivision thereof) or to the extent the compensation for services performed constitutes income from sources without the United States.

In addition, until further guidance is issued, a religious order is permitted, for purposes of determining if an employee is a full-time employee for the Employer Shared Responsibility provisions, to not count as an hour of service any work performed by an individual who is subject to a vow of poverty as a member of that order when the work is in the performance of tasks usually required (and to the extent usually required) of an active member of the order.

17. Are there special rules for hours of service that are particularly challenging to identify or track or for whom the final regulations' general rules for determining hours of service may present special difficulties?

Treasury and the IRS continue to consider additional rules for the determination of hours of service for certain categories of employees whose hours of service are particularly challenging to identify or track or for whom the general rules for determining hours of service may present special difficulties (including adjunct faculty, commissioned salespeople and airline employees) and certain categories of work hours associated with some positions of employment, including layover hours (for example for airline employees) and on-call hours. For this purpose, until further guidance is issued, employers are required to use a reasonable method of crediting hours of service that is consistent with section 4980H. The preamble to the final regulations includes examples of methods of crediting these hours that are reasonable and that are not reasonable, including a method that is considered reasonable for crediting hours of service for adjunct faculty members.

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Liability for the Employer Shared Responsibility Payment

18. Under what circumstances will an employer owe an Employer Shared Responsibility payment?

For 2015 and after, an applicable large employer will be liable for an Employer Shared Responsibility payment only if:

(a) The employer does not offer health coverage or offers coverage to fewer than 95% of its full-time employees and the dependents of those employees, and at least one of the full-time employees receives a premium tax credit to help pay for coverage on a Marketplace;

OR

(b) The employer offers health coverage to all or at least 95% of its full-time employees, but at least one full-time employee receives a premium tax credit to help pay for coverage on a Marketplace, which may occur because the employer did not offer coverage to that employee or because the coverage the employer offered that employee was either unaffordable to the employee (see question 19, below) or did not provide minimum value (see question 20, below).

But see question 33 for transition relief with respect to offers of coverage to dependents for 2015, questions 34 through 36 for 2015 transition relief for certain employers with fewer than 100 full-time employees (including full-time equivalents), and question 37 for 2015 transition relief for all other employers with respect to the percentage of full-time employees to whom coverage must be offered to avoid the payment described in paragraph (a) above.

19. How does an employer know whether the coverage it offers is affordable?

If an employee's share of the premium for employer-provided coverage would cost the employee more than 9.5% of that employee's annual household income, the coverage is not considered affordable for that employee. Because employers generally will not know their employees' household incomes, employers can take advantage of one or more of the three affordability safe harbors set forth in the final regulations that are based on information the employer will have available, such as the employee's Form W-2 wages or the employee's rate of pay. If an employer meets the requirements of any of these safe harbors, the offer of coverage will be deemed affordable for purposes of the Employer Shared Responsibility provisions regardless of whether it was affordable to the employee for purposes of the premium tax credit.

The three affordability safe harbors are (1) the Form W-2 wages safe harbor, (2) the rate of pay safe harbor, and (3) the federal poverty line safe harbor. These safe harbors are all optional. An employer may use one or more of the safe harbors only if the employer offers its full-time employees and their dependents the opportunity to enroll in minimum essential coverage under an eligible employer-sponsored plan that provides minimum value for the self-only coverage offered to the employee. An employer may choose to use one or more of the safe harbors for all of its employees or for any reasonable category of employees, provided it does so on a uniform and consistent basis for all employees in a category. If an employer offers multiple healthcare coverage options, the affordability test applies to the lowest-cost self-only option available to the employee that also meets the minimum value requirement (see question 20, below.)

The Form W-2 wages safe harbor generally is based on the amount of wages paid to the employee that are reported in Box 1 of that employee's Form W-2. The rate of pay safe harbor generally is based on the employee's rate of pay at the beginning of the coverage period, with adjustments permitted, for an hourly employee, if the rate of pay is decreased (but not if the rate of pay is increased). The federal poverty line safe harbor generally treats coverage as affordable if the employee contribution for the year does not exceed 9.5% of the federal poverty line for a single individual for the applicable calendar year. The final regulations provide additional information on these affordability safe harbors.

20. How does an employer know whether the coverage it offers provides minimum value?

A plan provides minimum value if it covers at least 60 percent of the total allowed cost of benefits that are expected to be incurred under the plan. The Department of Health and Human Services (HHS) and the IRS have produced a minimum value calculator. By entering certain information about the plan, such as deductibles and co-pays, into the calculator employers can get a determination as to whether the plan provides minimum value. Additionally, on May 3, 2013, Treasury and the IRS issued proposed regulations regarding the other methods available to determine minimum value.

21. If an employer offers health coverage that is affordable and that provides minimum value to its full-time employees and offers health coverage to the dependents of those employees, will it be subject to an Employer Shared Responsibility payment if some of its employees purchase health insurance through a Marketplace or if some of its employees enroll in Medicare or Medicaid?

No. An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because one, some, or all of its employees purchase health insurance coverage through a Marketplace or enroll in Medicare or Medicaid. An employer will not be liable for an Employer Shared Responsibility payment unless at least one full-time employee receives a premium tax credit. In general, an employee will not be eligible for a premium tax credit if the employer has offered that employee health coverage that is affordable (see question 19) and that provides minimum value (see question 20), even if that employee rejects the offer of coverage and instead enrolls in coverage through a Marketplace or enrolls in Medicare or Medicaid. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

22. If an employer offers health coverage that is affordable and that provides minimum value to its full-time employees and offers health coverage to the dependents of those employees, will it be subject to an Employer Shared Responsibility payment if an employee's spouse purchases health insurance through a Marketplace, or if a spouse enrolls in Medicare or Medicaid?

No. To avoid a potential Employer Shared Responsibility payment an applicable large employer must offer health coverage that is affordable and provides minimum value to its full-time employees and must offer health coverage to the dependents of those employees (see questions 18, 19 and

20). For this purpose, a spouse is not a dependent. An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because it does not offer health coverage to an employee's spouse or if the spouse purchases health insurance coverage through a Marketplace or enrolls in Medicare or Medicaid. An employer will not be liable for an Employer Shared Responsibility payment unless a full-time employee receives a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment. Thus, even if an employee's spouse receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

If an applicable large employer offers health coverage that is affordable and that provides minimum value to a full-time employee's spouse, the spouse will not be eligible for the premium tax credit. For more information about eligibility for the premium tax credit, see our final regulations and questions and answers.

23. If an employer offers health coverage that is affordable and that provides minimum value to its full-time employees and offers health coverage to the dependents of those employees, will it be subject to an Employer Shared Responsibility payment if some of its employees purchase health insurance coverage for their dependents through a Marketplace or if some of its employees enroll their dependents in Medicare or Medicaid?

No. An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because one, some or all of its employees purchase health insurance coverage for their dependents through a Marketplace or enroll their dependents in Medicare or Medicaid. An employer will not be liable for an Employer Shared Responsibility payment unless a full-time employee receives a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

If an employer offers health coverage that is affordable (see question 19) and that provides minimum value (see question 20) to the dependents of its full-time employees, those dependents will not be eligible for a premium tax credit. For more information about eligibility for a premium tax credit, see our final regulations and questions and answers.

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Calculation of the Employer Shared Responsibility Payment

24. If an employer that does not offer coverage or that offers coverage to fewer than 95% of its full-time employees (and their dependents) owes an Employer Shared Responsibility payment, how is the amount of the payment calculated?

If an applicable large employer does not offer coverage or offers coverage to fewer than 95% of its full-time employees (and their dependents), it owes an Employer Shared Responsibility payment equal to the number of full-time employees the employer employed for the year (minus up to 30) multiplied by $2,000, as long as at least one full-time employee receives the premium tax credit. (Note that for purposes of this calculation, a full-time employee does not include a full-time equivalent). Also, see question 33 for transition relief for offers of coverage to dependents for 2015.

For an employer that offers coverage for some months but not others during the calendar year, the payment is computed separately for each month for which coverage was not offered. The amount of the payment for the month equals the number of full-time employees the employer employed for the month (minus up to 30) multiplied by 1/12 of $2,000. If the employer is related to other employers (see question 6 above), then the 30-employee exclusion is allocated among all the related employers in proportion to each employer's number of full-time employees. See questions 38 and 39 for information about 2015 transition relief for calculating the payment.

25. If an employer offers coverage to at least 95% of its full-time employees (and their dependents), but, nevertheless, owes the Employer Shared Responsibility payment, how is the amount of the payment calculated?

For an employer that offers coverage to at least 95% of its full-time employees (and their dependents), but has one or more full-time employees who receive a premium tax credit, the payment is computed separately for each month. See question 33 for transition relief with respect to offers of coverage to dependents for 2015. The amount of the payment for the month equals the number of full-time employees who receive a premium tax credit for that month multiplied by 1/12 of $3,000. The amount of the payment for any calendar month is capped at the number of the employer's full-time employees for the month (minus up to 30) multiplied by 1/12 of $2,000. (The cap ensures that the payment for an employer that offers coverage can never exceed the payment that employer would owe if it did not offer coverage (See question 24)). See questions 38 and 39 for information about 2015 transition relief for calculating the payment.

26. Will the amount of the Employer Shared Responsibility payment be increased over time?

Yes. The Employer Shared Responsibility provisions provide an inflation adjustment mechanism beginning in years after 2014. The transition relief announced in Notice 2013-45 that section 4980H will not be applied for 2014 does not affect the statutory inflation adjustment mechanism beginning in years after 2014.

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Making an Employer Shared Responsibility Payment

27. How will an employer know that it owes an Employer Shared Responsibility payment?

The IRS will adopt procedures that ensure employers receive certification that one or more employees have received a premium tax credit. The IRS will contact employers to inform them of their potential liability and provide them an opportunity to respond before any liability is assessed or notice and demand for payment is made. The contact for a given calendar year will not occur until after the due date for employees to file individual tax returns for that year claiming premium tax credits and after the due date for applicable large employers to file the information returns identifying their full-time employees and describing the coverage that was offered (if any).

28. How will an employer make an Employer Shared Responsibility payment?

If it is determined that an employer is liable for an Employer Shared Responsibility payment after the employer has responded to the initial IRS contact, the IRS will send a notice and demand for payment. That notice will instruct the employer on how to make the payment. Employers will not be required to include the Employer Shared Responsibility payment on any tax return that they file.

As explained in question 2, no Employer Shared Responsibility payments will be assessed for 2014.

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Transition Relief

29. Is there transition relief from the Employer Shared Responsibility provisions for 2014?

Yes. Notice 2013-45, issued on July 9, 2013, provides as transition relief that no Employer Shared Responsibility payment applies for 2014. The Employer Shared Responsibility provisions are effective for 2015 (see question 2). See questions 30 through 39 for additional information about 2015 transition relief.

30. I understand that the Employer Shared Responsibility provisions do not go into effect until 2015. However, the health plan that I offer to my employees runs on a non-calendar year plan year that starts in 2014 and will run into 2015. Do I need to make sure my plan complies with the Employer Shared Responsibility provisions in 2014 when the next non-calendar year plan year starts?

The preamble to the final regulations provides three pieces of transition relief addressing non-calendar year plans — (1) pre-2015 eligibility transition relief, (2) significant percentage transition relief (all employees) and (3) significant percentage transition relief (full-time employees). The first piece of relief generally addresses employees that are already eligible to participate in the non-calendar year plan. Specifically the pre-2015 eligibility transition relief provides that for any employees (whenever hired) who are eligible for coverage on the first day of the 2015 plan year under the eligibility terms of the plan as of Feb. 9, 2014, (whether or not they take the coverage) and who are offered affordable coverage that provides minimum value effective no later than the first day of the 2015 plan year, the employer will not be subject to a potential Employer Shared Responsibility payment until the first day of the 2015 plan year. The remaining two pieces of relief generally address employees that have not been eligible to participate in the non-calendar year plan. They provide that if the employer meets certain requirements generally related to the portion of the employer's employees already eligible for or participating in the non-calendar year plan, the relief may be extended to those employees that have not been eligible to participate. The preamble to the final regulations provides additional information on the rules for determining whether an employer is eligible for this relief. All of this transition relief applies for the period before the first day of the first non-calendar year plan year beginning in 2015 (the 2015 plan year) but only for employers that maintained non-calendar year plans as of Dec. 27, 2012, and only if the plan year was not modified after Dec. 27, 2012, to begin at a later calendar date. See question 36 on 2015 transition relief.

31. Is transition relief available to assist employers that are close to the 50 full-time employee threshold in determining if they are an applicable large employer for 2015?

Yes. Rather than being required to use the full twelve months of 2014 to measure whether it has 50 full-time employees (or equivalents), an employer may measure during any consecutive six-month period (as chosen by the employer) during 2014. For example, an employer could use a period of at least six months through August 2014 to determine its applicable large employer status and, if it is an applicable large employer, the period from September through December 2014 to make any needed adjustments to its plan (or to establish a plan). See question 36 on 2015 transition relief.

32. For 2015, will employees who receive offers of coverage effective as of the first day of the first pay period beginning on or after the first day of the year be treated as having been offered coverage for January 2015?

Yes. Generally, if an employer fails to offer coverage to a full-time employee for any day of a calendar month, that employee is treated as not offered coverage during the entire month. Solely for purposes of January 2015, if an employer offers coverage to a full-time employee no later than the first day of the first payroll period that begins in January 2015, the employee will be treated as having been offered coverage for January 2015.

33. Do employers have additional time to expand their 2015 health plans to add dependent coverage?

The transition relief in the preamble to the final regulation generally extends the transition relief that had been provided for plan years that begin in 2014 (2014 plan years) to plan years that begin in 2015 (2015 plan years). Under this transition relief, an employer that takes steps during its 2014 plan year toward offering dependent coverage will not be subject to an Employer Shared Responsibility payment solely on account of a failure to offer coverage to dependents for that plan year.

This extended transition relief applies to employers for the 2015 plan year for plans under which (1) dependent coverage is not offered, (2) dependent coverage that does not constitute minimum essential coverage is offered, or (3) dependent coverage is offered for some, but not all, dependents.

The transition relief is not available to the extent the employer had offered dependent coverage during either the plan year that begins in 2013 (2013 plan year), or the 2014 plan year and subsequently dropped that offer of coverage. The transition relief, as extended, applies only for dependents who were without an offer of coverage from the employer in both the 2013 and 2014 plan years and if the employer takes steps during the 2014 or 2015 plan year (or both) to extend coverage under the plan to dependents not offered coverage during the 2013 or 2014 plan year (or both). See question 36 on 2015 transition relief.

34. Is additional transition relief available for employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents)?

Yes. For employers with fewer than 100 full-time employees (including full-time equivalents) in 2014, that meet the conditions described below, no Employer Shared Responsibility payment under section 4980H(a) or (b) will apply for any calendar month during 2015. For employers with non-calendar-year health plans, this applies to any calendar month during the 2015 plan year, including months during the 2015 plan year that fall in 2016.

In order to be eligible for the relief, an employer must certify that it meets the following conditions:

(1) **Limited Workforce Size**. The employer must employ on average at least 50 full-time employees (including full-time equivalents) but fewer than 100 full-time employees (including full-time equivalents) on business days during 2014. (Employers with fewer than 50 full-time employees (including full-time equivalents) on business days during the previous year are not subject to the Employer Shared Responsibility provisions.) The number of full-time employees (including full-time equivalents) is determined in accordance with the otherwise applicable rules in the final regulations for determining status as an applicable large employer.

(2) **Maintenance of Workforce and Aggregate Hours of Service.** During the period beginning on Feb. 9, 2014 and ending on Dec. 31, 2014, the employer may not reduce the size of its workforce or the overall hours of service of its employees in order to qualify for the transition relief. However, an employer that reduces workforce size or overall hours of service for bona fide business reasons is still eligible for the relief.

(3) **Maintenance of Previously Offered Health Coverage.** During the period beginning on Feb. 9, 2014 and ending on Dec. 31, 2015 (or, for employers with non-calendar-year plans, ending on the last day of the 2015 plan year) the employer does not eliminate or materially reduce the health coverage, if any, it offered as of Feb. 9, 2014. An employer will not be treated as eliminating or materially reducing health coverage if (i) it continues to offer each employee who is eligible for coverage an employer contribution toward the cost of employee-only coverage that either (A) is at least 95 percent of the dollar amount of the contribution toward such coverage that the employer was offering on Feb. 9, 2014, or (B) is at least the same percentage of the cost of coverage that the employer was offering to contribute toward coverage on Feb. 9, 2014; (ii) in the event of a change in benefits under the employee-only coverage offered, that coverage provides minimum value after the change; and (iii) it does not alter the terms of its group health plans to narrow or reduce the class or classes of employees (or the employees' dependents) to whom coverage under those plans was offered on Feb. 9, 2014.

35. Is the transition relief for employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) available to newly formed employers? If so, how does a new employer know whether it qualifies for the relief?

Yes, the relief is available to new employers (that is, employers that are not in existence on any business day in 2014).

For new employers that would be applicable large employers under the general rules in the final regulations, the special transition relief applies if the employer certifies that it (i) reasonably expects to employ and actually employs fewer than 100 full-time employees (including full-time equivalents) on business days during 2015; and (ii) reasonably expects to meet and actually meets the standards relating to maintenance of workforce and aggregate hours of service and of previously offered health coverage, as measured from the date the employer is first in existence.

36. How does the transition relief for employers with fewer than 100 full-time employees coordinate with other transition relief available under the final regulations?

For periods on or after Jan. 1, 2016 (or, if applicable, for any period after the last day of the 2015 plan year) the transition relief for 2015 generally is not available. An employer may, however, use the shorter period in 2014 permitted for determining applicable large employer status for 2015 in determining applicable large employer status and full-time employee count for 2015 (but not for any subsequent year). See questions 30 through 33.

37. Under what circumstances will an employer that is not eligible for the relief described in question 34 owe an Employer Shared Responsibility payment for 2015?

For 2015 (and for employers with non-calendar-year plans, any calendar months during the 2015 plan year that fall in 2016), an employer that (a) had at least 100 full-time employees (including full-time equivalents) in 2014, or (b) had at least 50 but fewer than 100 full-time employees (including full-time equivalents) but does not qualify for the relief described in question 34, will be liable for an Employer Shared Responsibility payment only if:

- The employer does not offer health coverage or offers coverage to fewer than 70% of its full-time employees and (unless the employer qualifies for the 2015 dependent coverage transition relief described in question 33) the dependents of those employees, and at least one of the full-time employees receives a premium tax credit to help pay for coverage on a Marketplace.

  OR

- The employer offers health coverage to at least 70% of its full-time employees and (unless the employer qualifies for the 2015 dependent coverage transition relief described in question 33) the dependents of those employees, but at least one full-time employee receives a premium tax credit to help pay for coverage on a Marketplace, which may occur because the employer did not offer coverage to that employee or because the coverage the employer offered that employee was either unaffordable (see question 19) to the employee or did not provide minimum value (see question 20).

After 2015, 95% should be substituted for 70% in the bullets above (see question 18).

38. For 2015, if an employer with at least 100 full-time employees (including full-time equivalents) that does not offer coverage or that offers coverage to fewer than 70% of its full-time employees (and their dependents) owes an Employer Shared Responsibility payment, how is the amount of the payment calculated?

For any calendar month in 2015 or any calendar month in 2016 that falls within an employer's non-calendar 2015 plan year, if an applicable large employer with at least 100 full-time employees (including full-time equivalents) does not offer coverage to at least 70% of its full-time employees (and their dependents), it owes an Employer Shared Responsibility payment equal to the number of full-time employees the employer employed for the month (minus 80) multiplied by 1/12 of $2,000, provided that at least one full-time employee receives a premium tax credit for that month. See questions 24 and 25.

39. For 2015, if an employer with at least 100 full-time employees (including full-time equivalents) offers coverage to at least 70% of its full-time employees, and, nevertheless, owes an Employer Shared Responsibility payment, how is the amount of the payment calculated?

For an employer with at least 100 full-time employees (including full-time equivalents) that offers coverage to at least 70% of its full-time employees in 2015, but has one or more full-time employees who receive a premium tax credit, the payment is computed separately for each month. The amount of the payment for the month equals the number of full-time employees who receive a premium tax credit for that month multiplied by 1/12 of $3,000. The amount of the payment for any calendar month is capped at the number of the employer's full-time employees for the month (minus up to 80) multiplied by 1/12 of $2,000. See questions 24 and 25.

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Basics for Small Employers

40. I am a small employer with 30 employees. How do the Employer Shared Responsibility provisions (Code section 4980H) affect me?

They don't. Employers that employ fewer than 50 full-time employees (including full-time equivalents) in their businesses are not subject to the Employer Shared Responsibility provisions. The vast majority of businesses fall below this threshold.

In addition, the preamble to the final regulations for the Employer Shared Responsibility provisions provides transition relief for 2015. Employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) in 2014 that meet conditions described in the preamble to the final regulations will not be subject to any Employer Shared Responsibility payments for 2015 (or for the 2015 plan year in the case of an employer with a non-calendar-year health plan).

41. If I hire additional employees, including some part-time employees, how do I determine if I have become large enough to be subject to the Employer Shared Responsibility provisions?

An employer determines if it is subject to these provisions for a current year by counting how many full-time employees and full-time equivalents it employed during the prior calendar year.

First, for each month of the prior year, the employer counts its employees working an average of 30 or more hours per week as full-time employees and, if it has employees working less than that, adds the number of full-time equivalents (determined by simply adding up the hours that are worked by these less-than-full-time employees for the month, but no more than 120 hours per employee, and then dividing by 120).

Second, the resulting totals for each month in the prior year are added together and then divided by 12 to get an average for the prior year. If the result is less than 50, the employer is not subject to these rules for the current year and need not take any other action.

(If the result is 50 or more but some of the employees are seasonal workers, certain adjustments may still bring the average down to less than 50.)

Two transition rules apply in 2015 that are particularly relevant for small employers close to the 50 full-time employee (including full-time equivalents) threshold. First, employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) in 2014 that meet conditions described in the preamble to the final regulations will not be subject to any Employer Shared Responsibility payments for 2015 (or for the 2015 plan year in the case of an employer with a non-calendar-year health plan). These employers determine if they have 100 or more employees in the same manner as described above. And, second, rather than being required to use the full twelve months of 2014 to measure if it has 100 full-time employees (including full-time equivalents), an employer may measure during any consecutive six-month period (as chosen by the employer) during 2014. For example, an employer could use a period of at least six months through August 2014 to determine its applicable large employer status and, if it is an applicable large employer, the period from September through December 2014 to make any needed adjustments to its plan (or to establish a plan). See question 36 on 2015 transition relief.

42. What if I buy or start another business that has another group of employees, but my new business is in an entity that is separate from my existing business?

In that case, section 4980H provides for common ownership and control "aggregation" rules that may apply. These are similar to rules that have applied to 401(k) and other retirement plans for years. Under these rules, the employees of businesses that are under common control are added together to determine if an employer employs the equivalent of at least 50 (or 100 under the 2015 transition rule noted above) full-time employees (including full-time equivalents).

For example, if an individual owns 80% or more of two businesses that are separate legal entities, the total number of full-time employees of that employer is based on the full-time employees (including full-time equivalents) in both businesses combined together. If the employees in the combined businesses add up to fewer than 50 full-time employees (including full-time equivalents) in a year, the Employer Shared Responsibility provisions will not apply to those businesses for the following year.

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Related Provisions

43. When can an employee receive a premium tax credit?

The premium tax credit generally is available to help pay for coverage for employees who

- have household income between 100% and 400% of the federal poverty line and enroll in coverage through a Marketplace,
- are not eligible for coverage through a government-sponsored program like Medicaid or CHIP, and
- are not eligible for coverage offered by an employer or are eligible only for employer coverage that is unaffordable or that does not provide minimum value.

44. If an employer does not employ enough employees to be subject to the Employer Shared Responsibility provisions, does that affect the employees' eligibility for a premium tax credit?

No. The rules for how eligibility for employer-sponsored insurance affects eligibility for the premium tax credit are the same, regardless of whether the employer is subject to the Employer Shared Responsibility provisions.

45. Where can employers get more information about the information reporting requirements on health coverage for employers and for insurers?

Treasury and the IRS have issued final 6056 regulations and 6055 regulations on information reporting on health coverage for employers and information reporting on health coverage for providers of minimum essential coverage. For additional information, see the instructions for Forms 1094-B and 1095-B, and the instructions for Forms 1094-C and 1095-C.

46. Where can employees get more information about the Marketplace?

The Department of Health and Human Services administers the requirements for the Marketplace and the health plans offered in the Marketplace. For more information about your coverage options, financial assistance, and the Marketplace, visit HealthCare.gov.

47. My spouse and I own a small business and are the only employees. Previously I bought coverage in the small group market in my state to cover me, my spouse, and our dependents and received the Self-Employment Health Insurance Tax Deduction. For 2014, I purchased coverage in the individual market in my state to cover me, my spouse, and our dependents. How does that affect my eligibility for the Self-Employment Health Insurance Tax Deduction?

If you are self-employed and purchase health insurance coverage for yourself and your family, you will still be eligible for the self-employment health insurance tax deduction. You may claim the deduction regardless of whether you purchase coverage in the individual market or the small group market. However, if you purchase coverage in the individual Marketplace and claim the premium tax credit on your tax return, the amount of the premium reimbursed by the credit may not also be deductible. See TD 9683 and Revenue Procedure 2014-41 for specific rules on how the premium tax credit is coordinated with the self-employment health insurance deduction.

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Additional Information

48. What are the consequences for an employer covered by the Employer Shared Responsibility provisions if the employer offers health insurance coverage to all full-time employees but does not offer dependent coverage? Would a payment be owed by the employer? If so, beginning in what year? Does the answer depend on whether a dependent gets health insurance coverage in the Marketplace?

Under the Employer Shared Responsibility provisions, an applicable large employer may have to make an Employer Shared Responsibility payment if the employer does not offer health coverage to the dependents of its full-time employees (as well as to those employees themselves) and at least one of its full-time employees receives a premium tax credit for purchasing individual coverage on the Marketplace. However, under transition relief provided in the preamble to the final regulations under the Employer Shared Responsibility provisions, an employer that takes steps during its 2014 and 2015 plan years toward offering dependent coverage will not be subject to an Employer Shared Responsibility payment solely on account of a failure to offer coverage to dependents for that plan year. This transition relief applies to employers for plans under which (1) dependent coverage is not offered, (2) dependent coverage that does not constitute minimum essential coverage is offered, or (3) dependent coverage is offered for some, but not all, dependents. The transition relief is not available to the extent the employer had offered dependent coverage during either the plan year that begins in 2013 (2013 plan year), or the 2014 plan year and subsequently dropped that offer of coverage. The transition relief applies for the 2015 plan year only for dependents who were without an offer of coverage from the employer in both the 2013 and 2014 plan years and if the employer takes steps during the 2014 or 2015 plan year (or both) to extend coverage under the plan to dependents not offered coverage during the 2013 or 2014 plan year (or both).

For 2015 and in later years, an employer may be liable for an Employer Shared Responsibility payment only if one or more of its full-time employees enrolls in coverage through a Marketplace and receives a premium tax credit. Whether or not one or more of its full-time employees' dependents enrolls in a Marketplace and receives a premium tax credit does not affect an employer's liability.

49. Although my company offers all its full-time employees and dependents health insurance coverage, one of my employees' dependents enrolled for coverage in the Marketplace and received a premium tax credit – does my company have to make an Employer Shared Responsibility Payment?

An applicable large employer will not be subject to an Employer Shared Responsibility payment solely because one, some, or all of the dependents of its full-time employees receive health insurance coverage through a Marketplace and receive a premium tax credit. An employer will potentially be liable for an Employer Shared Responsibility payment only if a full-time employee enrolls in coverage through a Marketplace and receives a premium tax credit. If no full-time employee receives a premium tax credit, the employer will not be subject to an Employer Shared Responsibility payment.

If an employer offers health coverage to its full-time employees and their dependents and that coverage is affordable and provides minimum value with respect to the full-time employees, those dependents will not be eligible for a premium tax credit.

50. I own a business with fewer than 50 full-time (including full-time equivalent) employees. I offer insurance that is generally affordable and minimum value. However, for one employee it's unaffordable and he goes to the Marketplace for insurance and gets advance payments of the premium tax credit—do I have an employer shared responsibility payment?

No. Employers that employ fewer than 50 full-time employees (including full-time equivalents) in their businesses for the prior year are not subject to the Employer Shared Responsibility provisions. The vast majority of businesses fall below this threshold.

In addition, for employers with fewer than 100 full-time employees, the preamble to the final regulations for the Employer Shared Responsibility provisions provides transition relief for 2015. Employers with at least 50 but fewer than 100 full-time employees (including full-time equivalents) in 2014 that meet conditions described in the preamble to the final regulations will not be subject to any Employer Shared Responsibility payments for 2015 (or for the 2015 plan year in the case of an employer with a non-calendar-year health plan).

51. I own a business that is subject to the Employer Shared Responsibility rules. Who certifies that my employer plan meets the minimum value requirements?

Beginning in 2016 (for calendar year 2015) all applicable large employers must report to the IRS and provide statements to all full-time employees certain information regarding coverage offered to full-time employees, including whether the coverage offered met the minimum value requirements. A plan provides minimum value if it covers at least 60 percent of the total allowed cost of benefits that are expected to be incurred under the plan. On May 3, 2013, Treasury and the IRS issued proposed regulations regarding the methods available to determine minimum value. One such method is a minimum value calculator produced by the Department of Health and Human Services (HHS) in coordination with the IRS. By entering certain information about the plan, such as deductibles and co-pays, into the calculator, an employer (or an insurance company, third-party administrator, or other entity) can get a determination as to whether the plan provides minimum value.

52. I own a business that is subject to the Employer Shared Responsibility provisions; however, all of my employees obtain other health insurance coverage. Do I still need to offer insurance to them to avoid an Employer Shared Responsibility payment?

Yes. An applicable large employer must generally offer coverage to its full-time employees (and their dependents) even if the employee is eligible for coverage from another source, to avoid a potential Employer Shared Responsibility payment. An applicable large employer may be subject to an Employer Shared Responsibility payment if the employer does not offer health coverage to its full-time employees (and their dependents) and at least one of its full-time employees receives a premium tax credit for purchasing individual coverage on the Marketplace. If an applicable large employer does not offer coverage to its full-time employees (and their dependents) or offers coverage to fewer than 95% of its full-time employees (70% in 2015 as a transition) (and their dependents), and at least one full-time employee receives a premium tax credit, the employer will be liable for an Employer Shared Responsibility payment, which will be calculated based on the employer's number of full-time employees. For this purpose, all full-time employees are counted, including those who are eligible for coverage from another source. (See Q&A 48, above, for a 2015 transition rule under which an employer that takes steps during its 2014 and 2015 plan years toward offering dependent coverage may not be subject to an Employer Shared Responsibility payment solely on account of a failure to offer coverage to dependents.)

An employer may owe an Employer Shared Responsibility payment only if one or more full-time employees receive a premium tax credit. Individuals (including employees) who are eligible for Medicare or Medicaid are generally not eligible for a premium tax credit. Thus, if all of an employer's full-time employees are eligible for Medicare or Medicaid, the employer will not be subject to an Employer Shared Responsibility payment. However, if even one full-time employee receives a premium tax credit, the employer may be subject to an Employer Shared Responsibility payment.

53. How do I determine if my business is part of a controlled group under the Employer Shared Responsibility rules? Are there any resources or tools to help me make this determination?

Section 4980H includes a provision that has long applied for other tax and employee benefit purposes, under which companies that have a common owner or are otherwise related generally are combined and treated as a single employer, and so would be combined for purposes of determining whether or not they collectively employ at least 50 full-time employees (including full-time equivalents). If the combined total meets the threshold, then each separate company is subject to the Employer Shared Responsibility provisions, even those companies that individually do not employ enough employees to meet the threshold. (Note that these rules for combining related employers do not apply for purposes of determining whether a particular company owes an Employer Shared Responsibility payment or the amount of any payment. That is determined separately for each related company. For example, if a particular company does not have a full-time employee who receives a premium tax credit, then that particular company will not owe an Employer Shared Responsibility Payment, even if a full-time employee of a related company receives a premium tax credit.)

54. What is the impact under the Employer Shared Responsibility provisions if some of my employees are seasonal "employees" and some are seasonal "workers"? Is a seasonal employee the same as a seasonal worker under these rules?

The terms "seasonal worker" and "seasonal employee" are both used in the Employer Shared Responsibility provisions but in two different contexts.

The term "seasonal worker" is relevant for determining whether an employer is an applicable large employer subject to the Employer Shared Responsibility provisions.

To be an applicable large employer, an employer must have employed, during the previous calendar year, at least 50 full-time employees (including full-time equivalent employees). However, if an employer's workforce exceeds 50 full-time employees (including full-time equivalent employees) for

120 days or fewer during a calendar year, and the employees in excess of 50 who were employed during that period of no more than 120 days were seasonal workers, the employer is not considered an applicable large employer. Seasonal workers are workers who perform labor or services on a seasonal basis, as defined by the Secretary of Labor, and include retail workers employed exclusively during holiday seasons. For this purpose, employers may apply a reasonable, good faith interpretation of the term "seasonal worker."

The term "seasonal employee" is relevant for determining an employee's status as a full-time employee under the look-back measurement method. For purposes of the Employer Shared Responsibility provisions, an employee is a full-time employee for a calendar month if he or she averages at least 30 hours of service per week (or 130 hours of service per month). The final regulations under the Employer Shared Responsibility provisions provide two methods for determining full-time employee status, one of which is the look-back measurement method. Under the look-back measurement method an employer may determine an employee's status as a full-time employee during a period (referred to as the stability period), based upon the hours of service of the employee in a prior period (referred to as the measurement period). The look-back measurement method includes special rules that apply to new employees who are seasonal employees. For this purpose, a seasonal employee means an employee who is hired into a position for which the customary annual employment is six months or less and for which the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter. Note that the look-back measurement method is not available for purposes of determining whether the employer is an applicable large employer.

55. I own a small business. How do I count the hours of my interns (both paid and unpaid) to determine whether or not my business is an applicable large employer subject to the Employer Shared Responsibility provisions?

To be subject to the Employer Shared Responsibility provisions for a calendar year, an employer must be an applicable large employer. To be an applicable large employer, an employer must have employed, during the previous calendar year, at least 50 full-time employees or a combination of full-time employees and part-time employees (referred to as full-time equivalent employees) that equals at least 50. Both to determine its number of full-time employees and to determine its number of full-time equivalent employees, an employer must determine the hours of service of each of its employees.

Under the final regulations for the Employer Shared Responsibility provisions, generally, an hour of service means each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

For purposes of determining hours of service, interns are treated like all other employees. Therefore, under the general rule, an employee, including an intern, who receives no payment from an employer (for example, an unpaid intern) will not have any hours of service.

An employee, including an intern, who is paid, or entitled to payment, for the performance of duties (or for a period of time during which no duties are performed) will have hours of service. However, under the final regulations, an hour of service does not include any hour of service performed as a bona fide volunteer (as defined in the regulations) for a government entity or tax-exempt entity, as part of a Federal Work-Study Program (or a substantially similar program of a State or political subdivision thereof), or to the extent the compensation for services performed constitutes income from sources without the United States.

56. I own a business that is subject to the Employer Shared Responsibility provisions. How do I measure a particular employee's average hours worked if that employee works both for my company and another unrelated company? What if the employee works for two different subsidiaries under a parent corporation that forms a controlled group of companies?

Under the Employer Shared Responsibility provisions, common ownership and control "aggregation" rules apply for purposes of identifying the employer in computing an employee's hours of service. These are similar to rules that have applied to retirement plans for years. Under these rules, employers under common control are treated as a single employer so that an employee's hours of service for all the different employers are added together. In other words, an employee's hours of service for one member of a controlled group is treated as an hour of service for another member of the controlled group, for whom the individual is also an employee.

However, if an employee is employed by two employers that are not under common control and therefore are not treated as a single employer for purposes of the Employer Shared Responsibility provisions, an employee's hours of service for one of the employers are not treated as hours of service for the other employer.

Back to top

AI-57225 **Budget and Management** **19. D. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Abril Salinas, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Const Pct 4 - CCP59 Vehicles (1231):
Approval of 2016 appropriation of funds in the amount of $9,873.15, in order to fully equip the newly purchased vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1231-XXX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 11/07/2016, in the Const Pct 4 CCP59 Unassigned Fund balance

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Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz	Merlen P. Munoz	11/07/2016 01:43 PM
Budget & Management	Damaris San Miguel	11/07/2016 03:17 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Abril Salinas		Started On: 11/04/2016 04:07 PM
Final Approval Date: 11/10/2016		

DATE: November 15, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2016
Appropriation
AI-57225

DEPARTMENT NAME: Department of Budget & Management for **Constable Precinct 4**

ACCOUNT NUMBER: 6-1231-XXX-00-XXX-00X-0-XXX

Contact Person: Abril Salinas Ph#: (956) 292-7025 Ext: 5404

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
6-1231-421-00-294-003-0- 752	Const Pct 4 - CCP59	Vehicles	9,873.15
	TOTAL BUDGET INCREASE (DECREASE)		**9,873.15**

REASON: To appropriate the CCP59 funds into account in order to fully equip new vehicles purchased.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-57155 **Budget and Management** **19. D. 2.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2014-Pct 4-83rd Street (1345):
Approval of 2016 appropriation of funds into CO2014-Pct 4-83rd St (SH107-Monte Cristo) in the amount of $127,893.50 to fund anticipated project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1345-431-00-124-190-0-721

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

BUDGETARY IMPACT:

Appropriation of funds for Pct 4. Monies are taken from the CO2014 (Fund 1345) unassigned fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/31/2016 03:37 PM
Ivan Cantu	Ivan Cantu	11/01/2016 08:21 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Merlen P. Munoz		Started On: 10/31/2016 02:28 PM
Final Approval Date: 11/10/2016		

DATE: October 31, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO2014-Pct 4 83rd(SH107-Monte**

ACCOUNT NUMBER: 6-1345-431-00-124-190-0-721

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1345-431-00-124-190-0- 721	CO2014-Pct 4 83rd(SH107-Monte Cristo)	Roads	127,893.50
	TOTAL BUDGET INCREASE (DECREASE)		**127,893.50**

REASON: Appropriate funding for anticipated expenditures for Pct 4 83rd Project. Monies from the unassigned fund balance under Fund 1345.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-57204 **Purchasing Department** **20. A. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Sandra Montalvo, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of sole response [SOQ] received from Southmost Realty, Appraisals & Court Expert for: Expansion of Current Appraisal Services Providers: RFQ#2016-005A-09-07SMA for addition to the existing approved "Pool" of providers [with term of eligibility to coincide with expiration of current pool in March of 2017]; and, if more participation is desired for expansion of the "pool",
B. Authority to advertise an additional time to encourage participation for: Expansion of Current Pool of Appraisal Services Providers with term to coincide with expiration of current approved pool of March 2017 including approval of the RFQ procurement packet [as newly accepted and adopted by HCCC to include Title VI and other changes].

BACKGROUND

1. Current pool prior to this new vendor [if approved by CC] is
2. Precincts have indicated increase need to have more providers to work on multiple projects

---

Fiscal Impact

Attachments

Acceptance-005A
Participation-005A
AI 55665 -HCCC 8-9-16
Corrected Acceptance 8-9-16 -

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/07/2016 10:48 AM
Budget & Management	Damaris San Miguel	11/07/2016 03:22 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Marty Salazar Started On: 11/03/2016 03:23 PM

Final Approval Date: 11/10/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: ***Hidalgo County-EXPANSION "PROFESSIONAL APPRAISA and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"*** **RFQ NO:** ***2016-005A-09-07-SMA***

RFQ ACCEPTANCE DATE & TIME: ***SEPTEMBER 7, 2016 @ 9:30 A.M.***

BUYER: *Sandra Montalvo*

	NAME OF COMPANY	PROCUREMENT FORM		8 CD 's Included	ACKNOWLEDGMENT OF RECEIPT
		Appraiser Services	Appraisal Review Services		
1.	SOUTHMOST REALTY, APPRAISALS & COURT EXPERT WITNESS	√	√	√	1 original 3 copies
2.					
3.					
4.					
5.					

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: SEPTEMPTER 7, 2016 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

RFQ DESCRIPTION: *Hidalgo County-(EXPANSION)"PROFESSIONAL APPRAISAL SERVICES and /or APPRAISAL REVIEW SERVICES ANNUAL POOL"*

RFQ No.: 2016-005A-09-07-SMA | **BUYER: Sandra Montalvo**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST VIA	SIGNATURE (if applicable)or INITIALS of STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
1.	**ONVIA** **Attn: Jacqueline Sessa**	EMR	Smontalvo	08/2316	509 Olive Way Seattle, WA 98101 P: 206.373.9150 | F: 206.373.8967 www.onvia.com | jsessa@onvia.com
2.	Arturo Palacios	EMR	S MONTALVO	08/22/16	956-664-0073 arturopalacios@sbcglobal.net
3.	**REAL ESTATE BROKER/APPRAISER** Attn: Rene De La Cruz	EMR	Sandra Montalvo	08/22/16	renedelacruz.com rdlc79@rocketmail.com 956-227-0928,
4.	**HLH APPRAISAL REVIEW Services** Attn: Harvey L. Heerssen	BLM	Sandra Montalvo	08/22/16	6107 Aberton Forest Drive Houston, TX. 77084 281-855-7763 Office/Fax heerssen@sbcglobal.net
5.	**SOUTHMOST REALTY, APPRAISALS & COURT EXPERT** Attn: Adelaido (Lalo) Gonzales	EMR	S.MONATLVO	09/06/16	602 E Grimes, Harlingen, TX 78550 P. O. Box 1287 Harlingen, TX 78551 (956) 412-1357 (MAIN OFFICE) (210) 322-0297 San Antonio, TX (956) 602-6432 Laredo, TX (956) 412-1955 fax
6.					
7.					

***VIA:**
TELEPHONE REQUEST- (TR)
BIDDER LIST MAIL OUT-(BLM)
IN PERSON- (IP)
EMAIL REQUEST - (EMR)

AI-55665 **Purchasing Department** **20. A. 4.**
CC - REGULAR
Meeting Date: 08/09/2016
Submitted For: Sandra Montalvo, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Action to "Correct" the current approved "Pools" of Professional Appraisal Services and/or Review Appraisal Providers from five [5] to four [4] due to an incomplete Statement of Qualification [discovered during a nomination process];

B. Due to reduction of current approved "Pool" for Professional Appraisal and/or Review Appraisal Services Providers [and with the continuous demand for said services], recommendation to approve the advertising and the procurement packet for the Expansion of the Current Approved Pools of Professional Appraisal and/or Review Appraisal Services Providers so as to increase the "Pools" with expiration of said expansions to coincide with the current pools date of 03-16-17.

BACKGROUND

1. Upon a request for SOQs for the purpose of review and evaluation, it was discovered that one submission was incomplete.
2. Proposed ad dates upon approval: 08-13-16 & 08-20-16;
   Anticipated Submission Date of SOQs: 08-31-16.
3. Current pool of providers will remain in place for no interruption of services.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Only impact at this time would be the advertising expenses.

Attachments

bid packet, participation, bid tab, acceptance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/03/2016 09:51 AM
Budget & Management	Veronica Ortiz	08/03/2016 10:49 AM
Final Approval	Monica Badillo	08/05/2016 05:51 PM
Form Started By: Marty Salazar		Started On: 08/02/2016 02:05 PM
Final Approval Date: 08/05/2016		

HIDALGO COUNTY PURCHASING DEPARTMENT
CORRECTED - ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: ***Hidalgo County-"PROFESSIONAL APPRAISAL SERVICES and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"***

RFQ ACCEPTANCE DATE & TIME: ***February 17, 2016 @ 9:30 A.M.***

BUYER: *Sandra Montalvo* | **RFQ NO:** *2016-005-02-17-SMA*

	NAME OF COMPANY	PROCUREMENT FORM		ADDENDUM No. 1	8 CD 's Included	ACKNOWLEDGMENT OF RECEIPT
		Appraiser Services	Appraisal Review Services			
1.	**Professional Appraisal Services, Inc.**	√	√	√	√	1 original 3 copies
2.	**Leonel Garza Jr & Associates**	√	√	√	√	1 original 3 copies
3.	**Appraisal Haus**	√	--------	√	√	1 original 3 copies
4.	~~**The Real Estate Center**~~ **Corrected HCCC-8/9/16 Refer to AI#55665**	~~√~~	~~_____~~	~~√~~	~~√~~	~~1 original~~ ~~3 copies~~
5.	**Valbridge**	√	√	√	√	1 original 3 copies

AI-57184 **Purchasing Department** **20. A. 2.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction scheduled for 12-07-2016 [in the event assets not sold on 12-07-2016 we will retry to sell on 12-10-2016 auction] in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received on either auction date,

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 12-07-2016 and 12-10-2016 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 12-07-2016 and if need be 12-10-2016, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

BACKGROUND

Pending Asset Listing.

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete. The assets have no value to the County due to their condition.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Revenues from sale.

Attachments

Code
list

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2016 09:33 AM
Budget & Management	Veronica Ortiz	11/03/2016 09:34 AM
Linda Flores	Linda Flores	11/10/2016 11:55 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Roy Garcia		Started On: 11/02/2016 02:19 PM
Final Approval Date: 11/10/2016		

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

Asset No	Asset Description	Serial No
16-0837	TELEPHONE/NEC	13409418
AA001757	BLENDER/ROBOT COUPE	2461599303Y
16-0824	GATEWAY MONITOR	8220140
16-0826	DELL COMPUTER	670021
AA001197	BARLE SENTRY ALARM	911951
AA001198	BARLE SENTRY ALARM	911939
AA001412	VITEK CAMERA	N/A
16-0836	TIME LAPSE VIDEO CASSETTE	8537304
16-0835	KRAMMER 4CD16	M060054
AA000237	SUPER 4-HEAD VHS	025A10413
16-0823	TOSHIBA TV	9050139
21781	BLACK & DECKER TABLE SAW	88960
AA001448	SINGER SEWING MACHINE	N332001012
16-0839	TELEPHONE ANSWERING SYSTEM	FA936
49760	AURORA PAPER SHREDDER	AV2020XA
16-0824	9" MONITOR	11582344
16-0838	DELL OPTIPLEX	076P0201
AA001384	EXMARK LAWN MOWER	388682
AA001140	MICRO PHONE FANON	N/A
AA001399	HAWK FLOOR FINISHING MACHINE	33027422
AA001397	HAWK FLOOR FINISHING MACHINE	33027421
AA001401	HAWK FLOOR FINISHING MACHINE	33027424
AA002121	LAWN MOWER	369
AA001319	MEAT GRINDER FLEETWOOD	307
16-0833	OVEN TOASTER GRILL	9212011
16-0834	CHORE MASTER PRESSURE WASHER	10202634
AA001168	MIROPHONE	N/R
AA002030	HOBART DISK WASHER	23-1131-213
AA001848	LAWN MOWER GRAVELY	000785
AA000559	FRIDGE VICTORY	AA000559
AA001316	SHELVE	AA001316
AA000118	VICTORY WARMING CABINET	AA000118
AA000127	VULCAN STOVE MODEL H45 (3PC)	AA000127
AA001347	ICE MAKER L00050D	AA001347
24727	BUFFER HARIO	24727
16-0828	ICE MAKER L00050D	16-0828
AA001406	TNE FREEZER	AA001406
16-0832	GREEN STEAMER	16-0832
16-0853	XEROX SCANNER	16N5CQ1696
AA001755	HP POWER SUPPLY	Y008JTJ5YV
16-0869	BOX OF SHORTEL PHONES	N/A
AA001804	DELL OPTIPLEX 745	HY9ZLD1
AA001797	DELL OPTIPLEX 745	6797LD1
AA001809	DELL OPTIPLEX 745	9HDZLD1

AA001823	DELL OPTIPLEX 745	8RDZLD1
AA001831	DELL OPTIPLEX 745	8DDZLD1
AA001800	DELL OPTIPLEX 745	8Y9ZLD1
AA001820	DELL OPTIPLEX 745	HFDZLD1
AA001808	DELL OPTIPLEX 745	6Z9ZLD1
AA001801	DELL OPTIPLEX 745	689ZLD1
AA001813	DELL OPTIPLEX 745	2FDZLD1
AA001833	DELL OPTIPLEX 745	5KDZLD1
AA001782	DELL SERVER	H6HXLD1
AA001803	DELL OPTIPLEX 745	FW9ZLD1
AA001805	DELL OPTIPLEX 745	1B9ZLD1
AA001799	DELL OPTIPLEX 745	3W9ZLD1
AA001824	DELL OPTIPLEX 745	1TDZLD1
AA001828	DELL OPTIPLEX 745	8QDZLD1
AA001810	DELL OPTIPLEX 745	1V8ZLD1
AA001836	DELL OPTIPLEX 745	7TDZLD1
AA001505	DELL GX270	6YNTR51
16-0875	DELL MONITOR	CN0PM3727287277637L1
16-0879	DELL MONITOR	CN0FP8164663377SZ5EU
16-0888	DELL MONITOR	CN0PM3727277637A1
16-0887	DELL MONITOR	CN0PM37287277637G1
16-0873	DELL MONITOR	CN0FP8164663377S26DU
16-0878	DELL MONITOR	CN0FP816466337S268U
16-0883	DELL MONITOR	CN0FP8164663377S266U
16-0882	DELL MONITOR	CN0FP8164663377S263U
16-0890	DELL MONITOR	CNOPM3727287237P1
16-0874	DELL MONITOR	CN0FP8164663377S259U
16-0886	DELL MONITOR	CN0F8164663377S253U
16-0884	DELL MONITOR	CN0PM372728727761TW1
16-0880	DELL MONITOR	CN0FP8164663377S260U
16-0876	DELL MONITOR	CN0PM372728727763751
16-0891	DELL MONITOR	CN0FP81643377S26GU
16-0885	DELL MONITOR	CN0FP8164663377S26CU
16-0877	DELL MONITOR	CN0PM372728727761U71
16-0881	DELL MONITOR	CNOFP8164663377025KU
16-0889	DELL MONITOR	CN0RY9794663378E1TYS
AA001899	HP PC	MXL92214KR
16-0872	BOX OF CABLES	N/A
16-0871	BOX OF CABLES	N/A
16-0870	BOX OF KEYBOARDS & MOUSE	N/A
AA001826	DELL OPTIPLEX 742	DCDZLD1
16-0850	DELL GX620	7YDDN81
16-0847	DELL GX620	244DN81
16-0849	DELL GX620	53PGN81
16-0851	HP COMPUTER DC2300	MXL7321FNV
16-0852	HP COMPUTER DC2300	MXM72003G4
AA001747	HP PRINTER LJ 2300	CNBGH02193

16-0859	BOX OF POWER STRIPS	N/A
16-0861	BOX OF SHORTEL PHONES	N/A
16-0862	BOX OF SHORTEL PHONES	N/A
16-0860	BOX OF CABLES	N/A
16-0863	BOX OF KEYBOARDS & MOUSE	N/A
16-0864	BOX OF COMPUTER SUPPLIES	N/A
16-0866	BOX OF COMPUTER SUPPLIES	N/A
16-0854	HP PRINTER 1020	CNB0K05117
16-0848	HP MONITOR	3CQ9183CGZ
16-0857	HP PRINTER P2015D	CNBJB66705
AA002074	HP PRINTER CLJ CP2025	CNGSB42917
16-0868	BOX OF UPS	N/A
16-0865	BOX OF UPS	N/A
16-0867	BOX OF UPS	N/A
16-0856	HP PRINTER	CNHC58T226
16-0858	HP PRINTER LJ P3015	VND3G16461
16-0855	EPSON PRINTER	SEYY430631
AA001383	CANON FAX MACHINE	UZS19291
AA001945	HP PRINTER	JP8LB70579
16-0846	DELL COMPUTER GX 620	1G6DN81
AA001691	HP COMPUTER DC2300	MXD4400DHP
AA001703	HP COMPUTER DC2300	MXD4400DN2
AA001016	INTEL COMPUTER	0617290
AA001750	HP UPS	Y013JTJ23M
25929	CANON TYPEWRITER	BA2019866
16-0845	DELL OPTIPLEX GX620	7G6DN81
16-0842	DELL OPTIPLEX GX620	3J6DN81
16-0844	DELL OPTIPLEX GX620	1J6DN81
16-0841	DELL OPTIPLEX GX620	B04DN81
16-0843	DELL OPTIPLEX GX620	1SSFN81
16-0840	DELL OPTIPLEX GX620	HG6DNB1
AA001463	PAYMASTER CHECK STAMP	RB34696AB
AA001458	CUMMINS CASH COUNTER	14022037802217
AA001374	CUMMINS CASH COUNTER	580E1899
AA001749	HP UPS	Y012JTJ23M
16-1111	CHARMSTORM MAIL PUSH CART	N/A
16-1112	METAL MAIL PUSH CART	N/A
16-1113	METAL MAIL PUSH CART	N/A
23440	HON 4 DRAWER FILE CABINET	N/A
16365	TWO SHELF BOOKCASE	N/A
16-1125	ONE ROLLING OFFICE CHAIR	N/A
16-1120	ONE BOX OF MISC. CD'S	N/A
16-1121	2 BOXES OF MISC. ITEMS	N/A
16-1114	HP LJ 2200D	JPGGJ53358
43099	MAYTAG 7500 PORTABLE A/C	FR814273
16-1115	HP LJ P2035	CNB9B04412

16-1116	HP LJ PRINTER PRO400	VNG4G12202
16-1117	ON BOX OF OLD TV STANDS	N/A
16-1118	PANASONIC RK-CW43 RADIO	N/A
16-1110	15 BOXES OF MISC. LAW BOOKS	N/A
16-1130	ONE BOX OF OLD COMPUTER SOFTWARE	N/A
ME000260	RECEPTION DESK (PIECES)	N/A
16-1177	2-6 SHELF BOOK CASE	N/A
55725	7 SHELF BOOK CASE	N/A
16-1178	CUSTOM FILE RACKS	N/A
16-1179	2-7 SHELF BOOK CASE	N/A
20119	ANDERSON HICKEY 2 DRAWER	N/A
60823	OKI PACEMARK 3410 PRINTER	GE8285A
16-1181	HP LJ P2015DN	CNBMS09794
16-1180	HP LJ 4100TN	USLNK16940
13697	PEDESTAL COMPUTER WORSTATION DESK	N/A
16-1182	ONE SHELF STORAGE CABINET BROWN	N/A
07000055114	DELL COMPUTER	FQ4RVV1
07000055114	GATEWAY COMPUTER	0040548096
07000055114	DELL COMPUTER	4RZZSH1
16-1447	DELL LATITUDE E6510 LAPTOP	SNFR95ZN1
16-1135	GRAY FIVE DRAWER FILE CABINET	N/A
16-1134	DELL COMPUTER MONITOR	MX0X11064832346NKB21
15-0130	BOX OF MISC	N/A
51641	ROLING TABLE	N/A
16-1189	STAPLES SHREDDER SPL-XC2409	FT10917670000007
37196	HP COMPAQ	NOT READABLE
16-0507	DESK	N/A
39892	DELL COMPUTER GX260	1X25721
14-1020	DELL MONITOR	MY-0H630447603-55H-A8W
14-1453	HP PRINTER LJ 305	CNBK135882
-	BROKEN FAN	N/A
52023	BATTERY CHARGER	N/A
14-1452	KEYBOARD	-
14-1220	MONITOR	F175015015766
32828	OKIDATE PRINTER	312C1116450
14-1212	PART OF A CHAINSAW	N/A
-	2 MICROPHONES	N/A
14-1451	ENCORE DUET	22224061268
44558	DELL OPTIPLEX GX620	C0GH9B1
44550	DELL OPTIPLEX GX620	30GH9B1
43733	HP 4200N PRINTER	USGNN19428
43734	NEC MONITOR	41508333YA
-	DICTAPHONE MONITOR	82416B0271

-	DICTAPHONE VOICE PROCESSOR	288949
16-1188	HP COMPUTER COMPUTER	W250KN8ZB719
40353	HP COMPAQ COMPUTER	W250KN8ZB799
16-1189	HONEYWELL DVR	I0G0000303
-	HP MONITOR	CNC925PYXC
-	DELL MONITOR	CN-0M1609-46633-414-1TDS
-	HP MONITOR	CNZ925PYTJ
47938	HP LASERJET P4015N	CNDY327391
14-1365	DELL MONITOR	MX-08G15247605-1AS-A5TV
ME00084	DELL OPTIPLEX 270	84DY541
-	HP MONITOR	CNC925PYTY
-	BROTHER ML300	K8K007994
14-1369	POWER CORD	N/A
-	BOX OF CORDS	N/A
-	BOX OF KEYBOARDS	N/A
-	HANDHELD SCANNER	7409020344
14-1506	PLASTIC CHAIR	N/A
-	DELL MONITOR	CN05F-534H-71618-88K-BBHX-A00
15-0077	EPSON PERFECTION 1670	E7EV034373
40397	HP LASERJET PRINTER	JPLGC22059
15-0094	EPSON PRINTER R200	FR5K472685
15-0092	HP PRINTER DJ 842C	CN08R1N3VY
15-0078	EPSON R340	GXWK056696
40403	HPLJ 4100N	JPLGC22092
14-1030	HP LASERJET P2035	CNB9H100Z0
15-0079	HP DESKJET 1000	CN0A52POKX
15-0089	EPSON A35	MCRY128797
15-0093	HP DESKJET 842	CN05U1P0Q3
15-0090	EPSON STYLUS C88+	JKDY376182
15-0082	STAPLES SHREDDER	610102381
15-0083	STAPLES SHREDDER	610102385
-	EPSON SYLUS C80	D33E538706
15-0084	EPSON STYLUS C86	FXUY763174
15-0088	EPSON STYLUS C88+	JKDY168810
15-0080	EPSON PERFECTION 1670	E7EV006995
-	HP PRO CURVE 2626	CN7055E0D4
44705	DELL OPTIPLEX GX280	FY8MR71
44654	DELL OPETIPLEX	DKCZS71
50949	LOREX DVR	A0107100252
15-0085	HP OFFICE JET PRO K550	MY72Q71380
15-0091	EPSON STYLUS R300	FK9K402357
15-0086	HP DESKJET 5550	MY2A01M0BW
44663	DELL OPTIPLEX GX280	4X8MR71
14-1025	DELL MONITOR	MY0H6304-47603-56H-AA2L
44681	DELL OPTIPLEX 280	1Y8MR71
14-1018	HP LASERJET P2015	CNB1M23055
14-1026	HP COMPAQ COMPUTER	2UB5130422

14-1055	BOX OF MISC	N/A
14-1364	PAPER TRAY	N/A
-	DELL MONITOR	CN-0YG613-71618-65M-AAPM
-	DELL OPTIPLEX GX620	HVWXCB1
14-1027	HP LASERJET 1320	CNDC5272MJ
14-1028	HP LASERJET 1320	CNDC51Z335
15-0358	OCE TES 500 PRINTER	N/A
15-0357	DELL OPTIPLEX GX 520	8724L2J
45727	DELL OPTIPLEX 745	CYH8WC1
16-1183	12 BOXES OF LABELS	N/A
14-1923	HP DESKJET 830C	MX99M1W0BP
54083	HP COLOR LASERJET CL5525	CNCCC6901F
14-1922	HP LASERJET CP4005N	JP4LV16019
43340	GVC HEAT SEAL H400	RA03445X
-	DELL OPTIPLEX GX270	GRF6N31
14-1921	HP DESKJET 6540	MY4631R1DZ
14-1920	DELL DIMENSION 4400	4JCP811
45277	HP LASERJET 4700 DTN	JPLL819397
-	HP PRO CURVE NETWORKING	CN7055E0SK
15-0006	BOX OF MISC	N/A
15-0005	BOX OF MISC	N/A
15-0004	BOX OF MISC	N/A
15-0007	BOX OF MISC	N/A
45541	FUJITSU FI-4340C	714076
14-0151	ACCU-CHECK ADVANTAGE	7682663743
14-0151	ACCU-CHECK ADVANTAGE	4682665321
14-0151	ACCU-CHECK ADVANTAGE	4682169593
14-0151	ACCU-CHECK ADVANTAGE	8202231356
14-0151	ACCU-CHECK ADVANTAGE	8129126816
14-0151	MANUAL BLOOD PRESSURE CUFFS	14010199
14-0151	MANUAL BLOOD PRESSURE CUFFS	11011206
14-0151	MANUAL BLOOD PRESSURE CUFFS	32880
H-2482	POCKET DOPPLERS	PAA8088
14-0150	POCKET DOPPLERS	PAA8100
32405	POCKET DOPPLERS	PAA8083
32400	POCKET DOPPLERS	PAA8090
32408	POCKET DOPPLERS	PAA8047
H-3052	AVAYA PHONE	NNTMN500JR97
H-3056	AVAYA PHONE	NNTMN500JRDE
H-3090	AVAYA PHONE	NNTMN500JRCJ
H-3087	AVAYA PHONE	NNTMN500JREG
H-3067	AVAYA PHONE	NNTMN500JRCL
H-3080	AVAYA PHONE	NNTMN500JR92
H-3142	AVAYA PHONE	NNTMN500JR7G
H-3084	AVAYA PHONE	NNTMN500JP6R
H-3114	AVAYA PHONE	NNTMN500JREH

H-3141	AVAYA PHONE	NNTMN500GJ9L
H-3148	AVAYA PHONE	NNTMN500GJCM
40637	NORSTAR PHONE LINE	NT5B20FC-93
H-3106	AVAYA PHONE	NNTMN500JRF5
H-3110	AVAYA PHONE	NNTMN500JREN
H-3105	AVAYA PHONE	NNTMN500JP4T
H-3104	AVAYA PHONE	NNTMN500JRET
H-3059	AVAYA PHONE	NNTM500JRD8
H-3057	AVAYA PHONE	NNTMN500JR8Y
H-3062	AVAYA PHONE	NNTMN500JRD5
14-1053	NORSTAR PHONE LINE	NNTMN6063V7V5
H-1083	NORSTAR PHONE LINE	N/A
H-3082	AVAYA PHONE	NNTMN500JRE1
H-3119	AVAYA PHONE	NNTMN500JRF8
H-3058	AVAYA PHONE	NNTMN500JRCE
H-3063	AVAYA PHONE	NNTMN500JREL
H-3089	AVAYA PHONE	NNTMN500JREO
14-0155	AVAYA PHONE	N/A
H-3149		
H-3146		
H-3095		
H-3109		
H-3143		
H-3145		
H-3147		
H-1979		
H-2827		
H-2823		
H-3144		
H-3091		
H-3108		
14-0152		
H-3113		
H-3107		
40399		
16-1186		
16993		

16-0409	KEYBOARD HOLDER	N/A
16-0411	PAPERTRAY HOLDER	N/A
16-0408	DESK TRAY	N/A
16-0432	2 DRAWER FILLING CABINET	N/A
	FELLOWES POWER SHREDDER	30521
16-0402	FELLOWES SHREDDER C-220	N/A
16-0425	DISPLAY BOARD HOLDER	N/A
16-0415	TONER CATRIDGE	N/A
16-0414	TONER CARTRIDGE	N/A
16-0413	TONER CARTRIDGE	N/A
16-0412	MONITOR HOLDER	N/A
16-0410	BIDING SUPPLIES	N/A
16-0418	XEROX TONER TASTE BOTTLE	N/A
16-0419	XEROX TONER	N/A
	MONITOR HOLDER	N/A
16-0417	BOX OF MISC. SUPPLIES	N/A
16-0424	BROTHER FAX MACHINE	N/A
16-0406		N/A
16-0405		N/A
16-0404		N/A
16-0407		N/A
50382	HP LASERJET 4250	N/A
16-0403	SAMSUNG MONITOR	N/A
16-0423	BROTHER FAX MACHINE	N/A
16-0420	BOX OF MISC. SUPPLIES	N/A
34661	DESK TRAY	N/A
	WOOD 2 SHELF DRAWER	N/A
ME000257	DESK	N/A
15-0639	SHELF	N/A
16675	CHAIR	N/A
16774	CHAIR	N/A
45853	DELL LATITUDE D800	686DV31
-	BROTHER MFC 7360N	U62700H2N441412
50551	XEROX DOCUMATE 515	851CN108CL6B1100149
-	BROTHER FAX MACHINE 575	U61227M2W155769
15-0530	PANASONIC FAX MACHINE	9IAFB346563
26119	CHAIR	N /A
-	7 BOXES OF COPY PAPER	N/A
-	HP MONITOR	3CQ8214016
-	BROTHER TYPE WRITER	U52356K1K504222
19878	CANON CAMERA	N/A
-	SPECTRA CAMERA	N/A
-	BELKIN DATA SWITH	N/A
-	POLAROID CAMERA (3)	N/A
-	SONY TAPE RECORDER	N/A
-	CANON SURE SHOT OWL CAMERA	2553278
-	OLYMPUS CAMERA	43552918

-	CANON SURE SHOT OWL CAMERA	3135702
-	CANON SURE SHOT OWL CAMERA	331260
-	OLYMPUS CAMERA	N/A
-	SONY CYBER SHOT	698645
-	SONY CYBERSHOT DSC-P9	360406
-	HP PHOTOSMART M22	CN5CNB208Q
-	HP PHOTOSMART M22	CN5CNB1046
-	HP PHOTOSMART M22	CN5CNB114P
-	HP PHOTOSMART M22	CN5CNB20X2
-	HP PHOTOSMART M22	CN5CNB10K3
-	CANON SURE SHOT OWL CAMERA	749690
-	CANON SURE SHOT OWL CAMERA	2751711
-	CANON SURE SHOT 60 ZOOM DATE	115999
-	CANON SURE SHOT OWL CAMERA	8441233
-	SONY CYBER SHOT DSC-W70	6520691
-	SONY CYBERSHOT DSC-5750	762413
-	OLYMPUS FE-340	M89K11757
-	GARMIN NUVI	1BV051737
-	FELLOWS SHREDDER 20 SHRED	101598
-	GARMIN NUVI	1BV051737
-	TOMTOM XXL	TX3539L02273
40247	COMPAQ COMPUTER	W250KN8ZB695
-	HP MONITOR	3CQ8231NFD
-	HP MONITOR	3CQ8231NFR
-	HP MONITOR	3CQ8214D0H
-	HP MONITOR	CNC837Y3J8
-	ACER MONITOR	ETL-BP-0C01-68390F-F064-003
-	ACER MONITOR	ETL-BP-0C01-68390F-F074-003
-	HP MONITOR	3CQ8214D1C
-	HP MONITOR	3CQ8214D17
-	HP PROCURVE 2626	CN705SE0KM
-	HP PROCURVE 2626	CN705SE0H5
-	HP PROCURVE 2626	CN705SE0KZ
-	HP PROCURVE 2626	CN705SE0BW
-	HP PROCURVE 2626	CN705SE0KI
-	HP COMPAQ NX9010	CNF337250P
49909	HP ELITEBOOK 69309P	2CE9196RZW
40700	PANASONIC CF-48	3CYUA19453
40695	PANASONIC CF-48	3CYUA19460
40703	PANASONIC CF-48	3CYUA19461
40462	PANASONIC CF-48	3BYUA18125
38838	PANASONIC CF-48	2GYUA04992
40694	PANASONIC CF-48	3CYUA19422
40699	PANASONIC CF-48	3CYUA19619
40696	PANASONIC CF-48	3CYUA19429
-	PANASONIC CF-48	3CYUA19457

40231	PANASONIC CF-48	3BYUA1B122
40708	PANASONIC CF-48	3CYUA19420
40458	PANASONIC CF-48	3CYUA18096
40460	PANASONIC CF-48	3CYUA18126
40697	PANASONIC CF-48	3CYUA19448
40713	PANASONIC CF-48	3CYUA19618
40236	PANASONIC CF-48	3CYUA18121
33944	PANASONIC CF-47	9EKSA01419
33934	PANASONIC CF-47	9EKSA01434
-	HP CNX9010	CNF337251Z
45615	PANASONIC CF-51	6ETYA89338
45617	PANASONIC CF-51	6ETYA89190
42363	CNX 9010	CNF337251D
42361	CNX 9010	CNF33724YW
40233	PANASONIC CF-48	3BYUA18119
40711	PANASONIC CF-48	3CYUA19442
40706	PANASONIC CF-48	3CYUA19617
40701	PANASONIC CF-48	3CYUA19417
40704	PANASONIC CF-48	3CYUA19441
40702	PANASONIC CF-48	3CYUA19454
40235	PANASONIC CF-48	3BYUA18133
40705	PANASONIC CF-48	3CYUA19449
40707	PANASONIC CF-48	3CYUA19620
40232	PANASONIC CF-48	3BYUA18123
37884	COMPAQ EVO	5421KHYZP0DX
40237	PANASONIC CF-48	3BYUA18115
-	PANASONIC CF-48	3CYUA19421
40693	PANASONIC CF-48	3CYUA19406
40698	PANASONIC CF-48	3CYUA19456
40459	PANASONIC CF-48	3BYUA18134
-	DELL INSPIRION 1100	5FV7M21
-	HP CNX9010	CNF3372525
-	HP CNX9010	CNF3372529
40712	PANASONIC CF-48	3CYUA19455
45618	PANASONIC CF-51	6ETYA88671
40461	PANASONIC CF-48	3BYUA18130
42364	HP COMPAQ NOTEBOOK CNX9010	CNF337251S
33924	PANASONIC CF-47	9EKSA01461
-	HP MONITOR	3CQ8231NG3
-	BORTHER EM-530	G28983463
49731	DAYTON PORTABLE A/C	C1010741-06091091-100088
33919	PANASONIC CF-47	9EKSA01249
-	PANASONIC CF-47	9EKSA01389
-	PANASONIC CF-47	9EKSA01209
33942	PANASONIC CF-47	9EKSA01254
-	PANASONIC CF-47	9EKSA01404
-	PANASONIC CF-47	9EKSA01438

-	CALIBER CBR-16 CDVR	M406-CT-0203
-	CALIBER CBR-16 CDVR	C406-CT-0304
-	COMPAQ 5550 MONITOR	CN246YF510
-	COMPAQ 5550 MONITOR	CN246YF258
-	FELLOWES SHREDDER	10127894
-	EPSON SCANNER 1670	E7EV034405
-	COMPAQ 5500 MONITOR	CN246YF235
-	COMPAQ 5500 MONITOR	CN246YF072
-	COMPAQ 5500 MONITOR	CN246YF513
-	IBM TYPEWRITER	11VD511
33950	PANASONIC CF-47	9EKSA01339
-	PANASONIC CF-47	9EKSA01079
33968	PANASONIC CF-47	9EKSA01151
-	PANASONIC CF-47	9EKSA01384
33946	PANASONIC CF-47	9EKSA01086
40230	PANASONIC CF-48	3BYUA18116
14079	ARTMETAL 3 DRAWER	N/A
7991	METAL DESK RCA TV	N/A
15-05--	RCA TV	G303CF0BN
15-0598	RCA TV	G303CF057
15-0600	RCA TV	G292CF08P
15-0596	RCA TV	G376CE124
-	ICE-O-MATIC	5081280011669 / 05071280014623
13191	HON 4 DRAWER FILLING CABINET	N/A
29595	HON 4 DRAWER FILLING CABINET	N/A
2271	DESK/TABLE	N/A
23591	HON 4 DRAWER FILLING CABINET	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
PC-205	HUTCH	N/A
PC-192	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
-	HUTCH	N/A
PC-169	HUTCH	N/A
-	HUTCH	N/A

PC-460	BROKEN DESK PIECES	N/A
17186	4 DRAWER FILING CABINET	N/A
29596	4 DRAWER FILING CABINET	N/A
AD-119-78	4 DRAWER FILING CABINET	N/A
16-0620	TV CART	N/A
-	LARGE TV CART	N/A
-	OFFICE CHAIR	CWD116
16-0547	OFFICE CHAIR	DZFKSA
43557	HP LASERJET 1300	CNBJF83310
15-0752	MICROPHONE STAND	N/A
ME001496	DELL MONITOR	MY-0H6304-47603-55H-A8UT
-	DELL MONITOR	CN-0G422H-72872-88U-OVWH-A00
-	DELL MONITOR	CN-0G422H-72872-89Q-0A0L
-	BOX OF MISC.	N/A
15-0753	BOX OF MISC.	N/A
-	EXTENSION LADDER	N/A
16-0809	LADDER	N/A
16-0817	LADDER	N/A
16-0811	PUMP	N/A
16-0804	ECHO PB-250 BLOWER	P05412130421
21860	TIRE CHANGER	LL10H041
15-0803	ECHO PB-255 BLOWER	P09112021016
16-0815	EVERSTAR PORTABLE A/C	105530626050201000
16-0816	EVERSTAR PORTABLE A/C	NOT READABLE
16-0810	PUMP	N/A
16-0812	HOSE	N/A
16-0813	HP PRINTER C4180	MY67CC20Q4
16-0814	HONEYWELL HUMIDIFIER	N/A
46917	TOSHIBA E STUDIO COPIER	CG2629002
50135	FELLOWS SHREDDER 58-99CI	59952
ME001508	BROTHER 8220 ALL IN ONE	U60995F7J379070
16-0390	BOX OF MISC.	N/A
45643	DELL OPTIPLEX GX620	HXK1CB1
-	DELL OPTIPLEX SX280	8BHM671
46488	DELL OPTIPLEX 745	5NB5MC1
ME001518	OKIDATA PRINTER 320 TURBO	AE6A050118F0
-	ZEBRA LABEL MAKER	80J104300018
60925	OKIDATA MICROLINE 320	AK3B03373120
ME001524	PHASER 3250	MXV088718
ME001510	BROTHER 630 TYPEWRITER	H88262884
-	DELL OPTIPLEX GX220	J9LYW41
37309	HP LASERJET 4100N	USGNR10457
-	DELL MONITOR	CN-0K5516-71618-55E-A25K
ME001212	DELL MONITOR	CN-0M1609-46633-3AS-1AOU
16-0395	HP DESKJET D2430	TH822352B5
16-0396	HP MONITOR	3CQ9170Y0G

49520	HP DC7900	2UA93008K4
49518	HP DC7900	2UA93008K5
42899	DELL OPTIPLEX SX280	CCPV961
49519	HP DC7900	2UA93008K3
49517	HP DC7900	2UA93008K2
45260	DELL OPTIPLEX GX620	J0F7C91
43495	DELL OPTIPLEX SX280	7WTBW61
60471	DELL DIMENSION 3000	F4P1Q71
UC-3596	CLOCK BULOVA	N/A
-	BOX OF MISC.	N/A
-	BOX OF MISC.	N/A
UC-4084	DELL DIMENSION 3000	DRF2Q71
UC-2108	BIM TYPEWRITER	11BXWR5
-	DELL MONITOR	CN-0D5428-72872-56Q-2AK2
UC-1078	APC BATTERY BACKUP	FB9708637157
UC-2645	DELL DIMENSION 2400	GG58Y31
-	DELL MONITOR	CN-005428-72872-54K-15MS
UC-2992	CANON CALCULATOR	42192304
15-0747	CANON MP 21D CALCULATOR	394888
UC-3337	CANNON MP 27D CALCULATOR	20054585
UC-1111	CANNON MP 21D CALCULATOR	20106856
UC-3474	SHARP CALCULATOR	2D061586
15-0748	CANNON CALCULATOR	343953
UC-398	SHARP CALCULATOR	4D059446
UC-3425	SHARP CALCULATOR	D2D118969
UC-1348	SHARP CALCULATOR	7D163393
UC-3189	SHARP CALCULATOR	1D25005X
UC-4332	BELKIN BATTERY BACKUP	84107200105W0
UC-1677	MOBILE TPU	N/A
UC-3456	CANNON CALCULATOR	N/A
UC-2109	CASIO CALCULATOR	N/A
15-0833	WOOD PRINT STAND	N/A
-	METAL WORK TABLES (2)	N/A
15-0768	HP PRINTER	CNYBB0105
-	BOOKCASE 4 SHELVES	N/A
31525	DESK WOOD	N/A
15123	BOOKCASE 4 SHELVES	N/A
37399	WOOD DESK	N/A
15-0764	WOOD DESK	N/A
15-0762	METAL HUTCH	N/A
16-0505	WOOD DESK	N/A
15-0761	METAL HUTCH	N/A

28204	DESK WOOD	N/A
16-0437	WOOD DESK	N/A
26956	DESK WOOD	N/A
-	STORAGE W/ HUTCH (2)	N/A
19414	DESK	N/A
42795	MONITOR ACER	2DPQ12
ME001042	DELL MONITOR	N/A
15-0763	STORAGE HUTCH	N /A
16-0439	BOX TRAY/MISC.	N /A
26989	METAL CREDENZA	N /A
34250	DESK	N /A
-	METAL DESK	N /A
16-0434	PRINTER STAND	N /A
16-0438	TABLE	N /A
16-0436	ROLLING CART	N /A
-	HOMADE TABLE	N/A
34628	DESK	N/A
38282	CREDENZA	N/A
26852	DESK	N/A
31626	DESK	N/A
16-0440	DESK	N/A
26894	BOOKCASE	N/A
??768	FILE CABINET 5 DRW	N/A
4715	FILE CABINET 5 DRW	N/A
47935	INDEX FILE CABINET	N/A
16-0794	HP LJ P4015N	CNDY226719
16-0793	BOX OF MISC EQUIPMENT	N/A
16-0796	GASTANK	N/A
16-0801	BLOWER	N/A
16-0795	GASTANK	N/A
16-0805	BLOWER	N/A
16-0802	BLOWER	N/A
16-0799	DAYTON PUMP	N/A
16-0791	BOX OF CHARGERS	N/A
16-0806	FAN	N/A
16-0807	BOX OF MISC. EQUIPMENT	N/A
16-0792	BOX OF HARD HATS	N/A
16-0798	PUMP	N/A
16-0790	BOX OF BATTERIES	N/A
-	4 BOX OF MISC. EQUIPMENT	N/A
16-0469	WATER COOLOER	N/A
16-0471	BOX PICTURE FRAMES	N/A
-	BOX OF MISC. EQUIPMENT	N/A
-	BOX OF BOOKS (2)	N/A
-	BOX OF BINDERS	N/A
-	BOX OF BOOKS (2)	N/A

25692	SHREDDER	N/A
16-0445	2 SHREDDER FELLOWES	N/A
16-0444	3 FOLD TABLES	N/A
16-0472	DISPLAY CORK BOARDS	N/A
16-0455	BLACK SUIT CASE (2)	N/A
49086	KODAK I260 SCANNER	N/A
16-0386	DELL MONITOR	N/A
44602	DELL LATITUDE LAPTOP D810	GGG9S81
16-0383	MAXWORX MINUTE CV	N/A
16-0452	WOD CLEANING KIT (2)	N/A
16-0381	TOSHIBA VHS	N/A
-	BOX OF MISC. EQUIPMENT	N/A
-	DELL MONITORS (3)	N/A
16-0451	PANASONIC RECORDER	N/A
16-0449	PANASONIC CASSETT RECORDER	N/A
16-0448	SCHOOL MATE RECORDER	N/A
16-0446	SCHOOL MATE RECORDER	N/A
16-0447	CANON CALCULATOR	N/A
-	WALL CLOCK	N/A
-	TV	344321
22747	DESK	N/A
31526	DESK	N/A
49809	CANON SCANNER	DL 331052
15-0534	CANON SCANNER	DL343686
15-0536	CANON SCANNER	DL344606
15-0538	CANON SCANNER	DL373188
15-05--	CANON SCANNER	DL343688
44396	DELL PRESCICION M70 LAPTOP	BFTQ091
15-0533	DOCK STATION	-
-	BOX OF MISC. (3)	-
-	TOSHIBA LAPTOP	T3035063H
-	TOSHIBA LAPTOP	Y3035286H
-	TOSHIBA LAPTOP	Y3035192H
-	TOSHIBA LAPTOP	Y3054186H
-	TOSHIBA LAPTOP	Y3054199H
-	TOSHIBA LAPTOP	Y3054187H
49222	CANON SCANNER	DL380930
15-0705	CANON SCANNER	DL348111
49224	CANON SCANNER	DL830929
15-0531	BEN Q MONITOR	N/A
15-0656	IBM TYPEWRITER	11WG261
-	IBM TYPEWRITER	N/A
22517	IBM TYPEWRITER	11-028795
20581	IBM TYPEWRITER	11-0003090
-	BOX OF PHONES	-
-	IBM TYPEWRITER	11-WG258

150654	E TOWER E556	QAA0320660743
22943	IBM TYPEWRITER	11-B1616
15-0655	IBM TYPEWRITER	6747-11-6164085
15-0715	BOX COMP STAND	N/A
38408	PC CLONE	AF925072AQQ943
35559	INTELL SWITCH	GGW105002136
15-0714	SONY DOCK STATION	N/A
-	BOX OF MISC. SUPPLIES	N/A
15-0710	CANNON SCANNER	DL323063
15-0706	CANNON SCANNER	DL335323
15-0708	CANNON SCANNER	DL326617
15-0707	CANNON SCANNER	DL321916
15-0712	CANNON SCANNER	DL348104
15-0709	CANNON SCANNER	DL331074
15-0711	CANNON SCANNER	DL344499
49812	CANNON SCANNER	DL373356
49811	CANNON SCANNER	DL371192
-	BROTHER TYPEWRITER	L8D414752
-	BOX OF BBATTERIES	N/A
15-0650	DELL MONITOR	56S0EE5
41682	HP LASERJET 815DN	JPBLM84145
15-0641	BOX OF MISC. CARD READERS	N/A
15-0716	DELL DOCK STATION	N/A
-	DELL DOCK STATION	N/A
49221	CANNON SCANNER	DL380925
49807	CANNON SCANNER	DL343676
49808	CANNON SCANNER	DL371214
49810	CANNON SCANNER	DL371186
49225	CANNON SCANNER	DL380920
49223	CANNON SCANNER	DL380926
-	BOX OF PHONE HEADSETS	N/A
-	BOX MISC COMP SUPPLIES	N/A
15-0713	DELL OPTIPLEX GX620	2C9ZT91
43839	DELL PRECISION M90	2MZFDC1
15-0702	DELL PRECISION M70	5KTU091
46380	DELL INPIRION 6400	C6TFXB1
15-0703	DELL PRESICION M70	2DTQ091
15-0704	TOSHIBA LAPTOP	Y3054158H
15-0657	IBM TYPEWRITER	11WG259
-	GUEST CHAIR BURGANDY	N/A
15-0695	TOSHIBA LAPTOP	Y3035208H
15-0696	TOSHIBA LAPTOP	Y3054143H
15-0697	TOSHIBA LAPTOP	Y3035211H
15-0698	TOSHIBA LAPTOP	Y3054144H
15-0699	TOSHIBA LAPTOP	Y3035193H
15-0700	TOSHIBA LAPTOP	Y3054200H
15-0701	TOSHIBA LAPTOP	Y3054153H

15-0658	TOSHIBA LAPTOP	Y3054150H
15-0659	TOSHIBA LAPTOP	Y3054190H
15-0690	TOSHIBA LAPTOP	Y3054157H
15-0691	TOSHIBA LAPTOP	Y3054189H
15-0692	TOSHIBA LAPTOP	Y3054160H
15-0693	TOSHIBA LAPTOP	Y3035210H
15-0694	TOSHIBA LAPTOP	Y3054141H
44025	SONY LAPTOP	30000919
-	BOX OF MISC. SUPPLIES	N/A
15-0651	DELL POWERCONNECT 3324	84TRT41
15-0653	BOX OF POWER CORD	-
-	DELL MONITOR	418S
46139	DELL OPTIPLEX GX620	GSNVV81
-	BOX OF MISC. SUPPLIES	-
-	BOX OF MISC. STANDS	-
-	BOX OF MISC. SUPPLIES	-
15-0649	SONY PC	3000135
15-0642	TOSHIBA LAPTOP	Y3054319H
15-0643	TOSHIBA LAPTOP	Y3054145H
15-0644	TOSHIBA LAPTOP	Y3054151H
15-0645	TOSHIBA LAPTOP	Y3054183H
15-0646	TOSHIBA LAPTOP	Y3035209H
15-0647	TOSHIBA LAPTOP	13118990P
15-0648	TOSHIBA LAPTOP	Y3054156H
41621	IBM SERVER	322076898
-	DELL DOCK STATION	-
-	IOMEGA DVDE	-
42651	FIREKING SAFE	-
-	DELL DOCK STATION	-
42251	DELL OPTIPLEX GX270	J8LBN41
43850	DELL OPTIPLEX GX620	GB9ZT91
43852	DELL OPTIPLEX GX620	CDCZT91
-	CHAIR MIDBACK	N/A
15-0539	WATER COOLER	N/A
-	COFFEE TABLE	N/A
-	6 FOOT FOLDING TABLE PLASTIC	N/A
16-0649	BOX OF SOFTWARE	N/A
41998	DELL OPTIPLEX GX270	HGG0241
41431	DELL LATITUDE D800	JNX2R31
41430	DELL LATITUDE D800	SPX2R31
48173	GANZA VIDEO REC	0HT00074
-	DESK (2)	N/A
-	14 BOX OF BOOKS	N/A
44389	HP LASERJET 4250N	CNVXF07219
15-0843	TABLE	-
44581	HP COMPAQ	2UA716009H

-	OKI DATA PRINTER	AE87049018G0
44571	HP COMPAQ	2UA7160095
-	STORAGE CAB SMALL	N/A
15-0731	HP MONITOR	N/A
15-0757	HP MONITOR	N/A
-	BOX OF KEYBOARD	N/A
-	BOX OF MOUSE	N/A
45879	HP LASERJET 3055	CNRK456155
49476	HP LASERJET P2055	CNB9N38525
-	HP MONITOR	N/A
49119	HP COMPUTER	MXL90809BY
15-0735	HP MONITOR	N/A
45872	XEROX DOCUMATE 272	719TW107585N
45897	HP LJ M1522NF	CND88CK04R
44580	HP PC DC5700	2UA716009G
44570	HP PC DC5700	2UA7160094
44579	HP PC DC5700	2UA716009F
44572	HP PC DC5700	2UA7160096
44583	HP PC DC5700	2UA716009K
44575	HP PC DC5700	2UA7160099
44120	HP PC DC5700	MXL90809C0
44576	HP PC DC5700	2UA716009V
44589	HP PC DC5700	2UA716009R
44577	HP PC DC5700	2UA716009C
44573	HP PC DC5700	2UA7160097
44591	HP PC DC5700	2UA716009T
44590	HP PC DC5700	2UA716009S
44584	HP PC DC5700	2UA716009L
44588	HP PC DC5700	2UA716009Q
44582	HP PC DC5700	2UA216009J
44578	HP PC DC5700	2UA716009D
44586	HP PC DC5700	2UA716009N
44569	HP PC DC5700	2UA7160093
44587	HP PC DC5700	2UA716009D
44566	HP PC DC5700	2UA7160090
44567	HP PC DC5700	2UA7160091
44585	HP PC DC5700	2UA716009M
44568	HP PC DC5700	2UA7160092
44574	HP PC DC5700	2UA7160098
15-0726	HP MONITOR	3JXY
15-0737	HP MONITOR	JYQ
15-0754	HP MONITOR	KYW
15-0736	HP MONITOR	KZO
15-0739	HP MONITOR	KYT
15-0755	HP MONITOR	KZF
15-0727	HP MONITOR	RFY
15-0733	HP MONITOR	JYM

15-0756	HP MONITOR	JTY
15-0729	HP MONITOR	JYL
15-0734	HP MONITOR	KZH
15-0723	HP MONITOR	KY0
15-0725	HP MONITOR	JYP
15-0721	HP MONITOR	KZC
15-0722	HP MONITOR	KYV
15-0728	HP MONITOR	JYN
-	HP MONITOR	J1
15-0730	HP MONITOR	KWW
-	2 BOX IPW TONER	N/A
-	HP PRINTER	N/A
-	GUEST CHAIR	N/A
-	BOX BROTHER TONER	N/A
-	BOX OF OFFICE SUPPLIES	N/A
14-0293	SHARP CALCULATOR	1D002267
14-0294	SHARP CALCULATOR	4D003690
-	BOX OF TONERS	N/A
-	HP SCANNER	CNC986V0H8
-	HP PRINTER C5180	MY72SP20S2
14-0292	SHARP CALCULATOR	3D009817
-	PANASONIC UF-588	13010200161
14-0287	HP MI522NF	CNC9A6V0KH
14-0291	LCD MONITOR	42601132LE
42687	MCD MONITOR	422000575LE
-	AOC MONITOR	K1PN44AG26343
14-0300	TOIMECLOCK	1E027124
48530	DELL OPTIPLEX 360	16PWRH1
42730	PROVIEW	732YU
-	DELL INSPRION 7000	ELJPT
44672	DELL GX260	2X8MR71
44670	DELL GX280	JC8MR71
49378	HP LASERJET M1522	CNF893R150
44690	DELL OPTIPLEX GX280	8G8MR71
42737	HP PC DC5700	MXL4400DM8
14-0285	HP LASERJET 1320	CNDC527202
13-0754	PAINT	N/A
14-0299	BOX OF INK	N/A
14-0288	HP LASERJET P215	CNB1M15328
14-0290	HP LASERJET 1320	CNDC5272XG
14-0289	HP LASERJET P215	CNB1N31814
46144	DELL LATITUDE D620	3WDBQB1
-	BOX OF PC SUPPLIES	N/A
16-1174	INK CARTRDIGE	N/A
16-1173	INK CARTRIDGE	N/A
16-1172	INK TONER	N/A

16-117	DELL MONITOR	AG41
45271	DELL GX620	HBL6D91
45272	DELL GX620	JBL6D91
48728	DELL OPTIPLEX 755	17BPNH1
47545	DELL OPTIPLEX 755	5YDGXD1
42746	HP LASJET 3500	CNBRC05258
42805	ACER MONITOR	PQ12
-	DELL MONITOR	AA53-A000
16-1175	HP OFFICEJET PRO 800	MY999242MX
49444	HP N6310	CN999242MX
-	DELL DOCK STATION	CN94HB60JV
16-1170	VIEWSONIC MONITOR	N/A
34116	HP LASERJET 4050	1901
38524	SAMSUNG MONITOR	SU7X024511
42794	ACER MONITOR	993F
42796	ACER MONITOR	ETL180903144202618PQ12
15-0836	BOOKSHELF	2FPQ12
15-0835	RRETURN L	N/A
15-0834	DESK	N/A
15-038	HP PRINTER OFFICE JET 6000	CN0B11F13K
15-037	OPTIPLEX GX620	2MNCVB1
41434	DELL OPTIPLEX GX270	FLS0Q31
-	FILLING CABINET	N/A
27270	FILLING CABINET	N/A
15-0844	SMALL WOOD FILE CABINET	N/A
15-0846	FILE CABINET	N/A
34274	TABLE, WOOD CONFERENCE	N/A
20022	SCALE HELATH O METER	N/A
-	SMALL FOLDING TABLE	N/A
15-0845	WATER COOLER	N/A
-	APEX TV	DF112267186
15-0853	DESK	N/A
-	FIELD TABLE BROKEN	N/A
19616	WORKSTATION	N/A
30009	DESK	N/A
29422	DESK	N/A
15731	GUEST CHAIR	N/A
16-0822	ROLLING CART	N/A
29427	DRAWER	N/A
10081	FILE CABINET	N/A
29590	HON 4 DRAWER	N/A
29423	STORAGE	N/A
16-0820	DESK	N/A
16-0819	HUTCH	N/A
31628	DESK	N/A

1959-	DESK	N/A
19594	HUTCH	N/A
15-0584	BOOKSHELF	N/A
-	HP LASERJET 1012	CNFB897921
46375	DELL LATITUDE D620	6ZVPHC1
-	HP 6630B	CNU9151RLK
46922	DELL LATITUDE D620	84RB2D1
46376	OPTIPLEX 745	2PMYHC1
46266	OPTIPLEX 745	3M9XGC1
48276	DELL LATITUDE D810	5FKY881
50904	DELL LATITUDE D830	HFG0YF1
-	DELL LATITUDE D420	BHTGMC1
-	DELL LATITUDE D430	7T6FHD1
44702	OPTIPLEX GX280	H0PMR71
ME000233	DESK	N/A
29474	CHEST	N/A
15-0590	CREENZA	N/A
ME000255	BOOKSHELF	N/A
ME000232	CREDENZA	N/A
-	WORK TABLE	N/A
15-0576	HP OFFICEJET 6210	CN49ABF13D
-	PC CLONE	N/A
-	PITNEY BOWES	912631
15+951	METAL TABLE	N/A
40564	CLONE PC	N/A
13-0921	BOX OF BOOK & VHS	N/A
13-0922	BOX OF VHS	N/A
49855	OIL PUMP GUN	N/A
-	CANON AIO	KLW37555
15-0577	DESK	N/A
15880	FILE CABINET	N/A
4679	FOLD TABLE	N/A
4680	FOLD TABLE	N/A
-	FOLD TABLE	N/A
-	FOLD TABLE PLASTIC	N/A
-	WATITING CHAIR	N/A
15-0902	STORAGE WITH SHELF	N/A
15-0900	SMALL WHEEL TABLE	N/A
29447	HUTCH	N/A
15-0586	CREDNEZA	N/A
15-0575	WORK STATION	N/A
22862	CREDENZA	N/A
22892	DESK	N/A
ME000251	FILE CABINET	N/A
41101	DELL MONITOR	N/A
15-0591	HUTCH	N/A
-	WORK STATION	N/A

22748	CREDENZA	N/A
15-0878	CREDENZA	N/A
-	DESK WITH RETURN	N/A
15-0624	BOX OFFICE SUPPLIES	N/A
44501	HP COMPUTER	2UA5480VM6
15-0097	INDEX CABINET	N/A
18318	INDEX CABINET	N/A
15-0104	HP PROCURVE 2626	CN7425SE0VA
15-0105	HP PROCURVE 2626	CN7425E0V4
15-0106	HP PROCURVE 2626	TW3329B143
-	HP PROCURVE 2626	SG652KI048
-	HP PROCURVE 2626	SG652KI013
15-0095	BROTHER FAX	U60283F6J491059
15-0102	HP PROCURVE 2626	CN105SE0F0
15-0103	HP PROCURVE 2626	TW332PB0CY
7221	INDEX CABINET	N/A
15-0100	HP PROCURVE 2626	CN705SE0EA
15-0101	HP PROCURVE 2626	CN705SE0L8
15-0096	BOX LAPTOP CASES	N/A
14-1502	METAL TABLE	N/A
15-0098	INDEX CABINET	N/A
15-0999	INDEX CABINET	N/A
7219	INDEX CABINET	N/A
15-0010	FOLDING CHAIR	N/A
H-1183	CHAIR BLACK EXECUTIVE	N/A
ME001338	FOLDING CHAIR	N/A
15-0651	STACKABLE CHAIR (13)	N/A
-	SOFA BURGANDY	N/A
-	SOFACHAIR	N/A
50293	DELL OPTIPLEX 760	JSNNDK1
44501	HP 4300	2UA5480VM6
-	COMPAQ EVO	W250KN8ZB757
41533	HP D530	USW34503DB
40265	HP EVO	W250KN8ZB711
40369	HP EVO	W250KN8ZB815
40259	HP EVO	W250KN8ZB705
-	STAPES SHREDDER	N/A
41549	HP D530	USW34503DF
40371	HP EVO	W250KN8ZB817
-	HP EVO	W250KN8ZB706
40329	HP EVO	W250KN8ZB775
-	HP D530	USW34503DC
40315	HP EVO	W250KN8ZB761
41528	HP D530	USW34503D0
-	HP D530	USW34503DG
40361	HP EVO	W250KN8ZB807
40300	HP EVO	W250KN8ZB746

15-0650	HONEWELL AIRFILTER	N/A
-	QUARTERT CART	N/A
-	DESK METAL SHELF DESK	N/A
15-0176	METAL SHELF	N/A
-	DESK	N/A
16-0---	BLEU CHAIR	N/A
-	GREEN CHAIR	N/A
16-0021	TABLE	N/A
16-0020	TABLE	N/A
16-018	TABLE	N/A
-	BLACK WAITING CHAIR (2)	N/A
-	BURGANDY CHAIR	N/A
34629	DESK	N/A
23008	DESK	N/A
-	WOOD WORKSTATION	N/A
-	CREDENZA	N/A
16-0101	DESK	N/A
32982	DESK	N/A
34623	DESK	N/A
15-0839	DESK W RETURN	N/A
C-5572-15-J	GREAT DANE TRAILER	1GRAA06271W064809
C-3546-10-C	STRICK FLATBREAD TRAILER	1S135C335VB721077
	2001 TAN CHEVY SILVERADO	2GCEC19T211244609
	2004 BLACK PONTIAC GRAND PRIX	2G2WP542641176564
	1995 BLUE MERCURY MARQUIS	2MELM74W5SX664001
	2006 GOLD CHEVY 1500	2GCEC13V661354368
	2004 BLUE DODGE RAM	1D7HA18DX4S514984
	2005 WHITE CHRYSLER PT CRUISER	3C4FY48B95T603331
	2012 BLACK VOLKSWAGEN PASSAT	1VWBP7A35CC017303
	2003 SILVER MERCURY MARQUIS	2MEHM75W53X635779
	2001 BLACK CHEVY CAMARO	2G1FP22K41212131103
	2002 WHITE GMC ENVOY	1GKDS13S922401038
	2002 GRAY CHRYSLER PT CRUISER	3C4FY58B82T243602
	2005 BLACK DODGE DURANGO	1D4HD38KX5F507459
	2001 TAN INFINITY QX4	JNRDR09X91W202048
	2004 GREEN CHEVY TAHOE	1GNEC13Z54J104651
	2004 GOLD EXPLORER	1FMZU73E94ZB32974
C-0769-15-B	1999 MERCURY COUGAR	1ZWFT61L0X5762683
C-8610-14-B	2003 UTILITY TRAILER	1UYVS25373U980601
C-2124-15-1	2010 VOLKSWAGEN JETTA	3VWRX7AJXAM099263
C-5162-15-1	2004 FORD F-150	2FTRF17284CA49738
C-3183-15-J	1994 FORD F-350	1FTJW35F7REA44904
C-4889-15-A	MARC ANTHONY MENS BLK WATCH	N/A
C-4889-15-A	ROLEX OYSTER /JUBILEE GOLD BAND	N/A

C-4889-15-A	ROLEX OYSTER 18K YELLOW GOLD WATCHBAN	N/A
C-4889-15-A	STAINLESS STEEL BRACELET 1/2 CT DIAMOND	N/A
C-4889-15-A	10K YELLOW GOLD 2 TONE FRANCO CHAIN	N/A
C-4889-15-A	1.50 CTW DIAMOND MENS RING CHANNEL SET	N/A
C-4889-15-A	MICHAEL KORS STAINLESS WATCH WHITE DIAL	N/A
C-4889-15-A	2005 CADILLAC SRX	1GYEE63A450104894
C-4889-15-A	MICHAEL KORS WATCH FOSE GOLD	N/A
C-4889-15-A	MICHAEL KORS MEN BLK STEEL WATCH	N/A
C-4889-15-A	DIESEL MENS OVERSIZE DUAL CHRONO/WATCH	N/A
C-4889-15-A	KENETH COLE MENS STEEL WATCH W/BLK DIAL	N/A
C-4889-15-A	BULOVA WATCH GOLD TONE 4 DIAMONDS	N/A
C-4889-15-A	GUESS MENS WATCH CHARCOLAL GRAY	N/A
C-4889-15-A	DIESEL MENS WATCH BLK W/BLK RUBBER STR	N/A
C-4889-15-A	GUCCIE MENS GRAMMY AWD GOLD WATCH	N/A
C-4889-15-A	GUCCIE MENS GRAMMY AWD GREEN&RED STR	N/A
C-1653-15C	GOLD ROLEX STYLE RING W/DIAMONDS	N/A
C-1653-15C	GOLD DIAMONDS EARRINGS	N/A
C-1653-15C	GOLD MEN'S THREE STRAND BRACELET/W/INTS	N/A
C-1653-15C	GOLD BALL EARRINGS	N/A
	1998 CHEVROLET BLAZER	1GNCS13W9W2274895
	2004 FORD EXPLORER	1FMZU62K24ZA81576
	1991 CHEVROLET SILVERADO 1500	2GCFC24K3M1124685
	1999 CHEVROLET SILVERADO	2GCEK19T2X1274138
	2006 GMC SIERRA 2500	1GTHC23U86F154479
	2000 FORD TAURUS	1FAFP55S3YG183433
	2007 CADILLAC ESCALADE	1GYFK63897R238776
	2002 MCI TOUR BUS	3BMXSMPA42S080216
	2000 LINCOLN TOWN CAR	1LNHM81W2YY896433
	2003 HUMMER H2	5GRGN23U63H112140
	GATEWAY 19" SCREEN MONITOR	MLR6B50H05738
	GATEWAY 19" SCREEN MONITOR	NWE6ABON01836
	GATEWAY 19" SCREEN MONITOR	MSH625ONO2015
	GATEWAY 19" SCREEN MONITOR	M157ADOC00870
	GATEWAY 19" SCREEN MONITOR	M157ADOC00893
	GATEWAY COMPUTER TOWER	
	GATEWAY COMPUTER TOWER	
	GATEWAY COMPUTER TOWER	
	GATEWAY COMPUTER TOWER	
	DELL COMPUTER TOWER	
	DELL COMPUTER TOWER	
	DELL COMPUTER TOWER	
	DELL LATITUDE E6510 LAPTOP	SNFR95ZNI
	GRAY FIVE DRAWER FILE CABINET	
	DELL COMPUTER MONITOR	
	BLACK NEC TELEPHONE	SN11301495H1
	BLACK NEC TELEPHONE	SN19200457-G

	BLACK NEC TELEPHONE	SN19200436-G
	BLACK NEC TELEPHONE	SN19200421-G
	BLACK NEC TELEPHONE	SN19200412-G
	BLACK NEC TELEPHONE	SN11301523
	BLACK NEC TELEPHONE	SN19200413-G
	BLACK NEC TELEPHONE	SN19200491-G
	BLACK NEC TELEPHONE	SN19200468-G
	BLACK NEC TELEPHONE	SN19200471-G
	BLACK NEC TELEPHONE	SN19200471-G
	BEIGE- NEC TELEPHONE	SN10600076H-1
	BEIGE- NEC TELEPHONE	SN10500814H-1
	BEIGE- NEC TELEPHONE OPERATOR	SN17300376
	BEIGE-NEC EXT. OPERATOR PIECE	SN19500009-B
	BEIGE-NEC TELEPHONE	SN19200467-G
	BEIGE-NEC TELEPHONE	SN19200411
	BEIGE-NEC TELEPHONE	SN1920046
	BEIGE-NEC TELEPHONE	SN19200425-G
	HP LASERJET PRINTER2300D	N/A
	FOUR-PC SPEAKER HANDSET SWITCHES	N/A
	BLUE-IOMEGA ZIP 100	SNP2AH50A54H
	OLD FOLDING CHAIRS	

37263	Hutch	
34251	Desk	
41888	HP LaserJet 9000 Multifunction Printer Series	JPBST08487
42318	Sorter	
16-0429	Dry Erase Board	
16-0426	Chair	
	Table (wood)	
	Office Chair	MMFZF3
16-0431	Office Chair	
	Office Chair	CMW7RF
16-0497	Office Chair	CHTR0Z
	Easel Holder (wood)	
16-0564	Fujitsu Scanner S1500	135007
16-0481	Black ------ (2)	
16-0487	Fellows P400C-2 Shredder	0048613
	Fellows P400C-2 Shredder	0048445
16-0490	Box - Misc Items	
27261	IBM Lexmark Wheelwriter 3500 - Typewriter	11-WM763
16-0489	Box - Misc Items	
16-0485	Box - Misc Items	
16-0479	Ink HP Cartridge	
16-0480	(Ink) Fuser	
16-0478	(Ink) Fuser	
16-0488	Binders	
27135	HP LaserJet 4	JPAK055240

16-0500	(Ink) Fuser	
16-0503	Xerox Cartridge	
16-0477	Drum	
16-0483	Ricoh SPC821DN Printer	5K3672002057
16-0486	Sharp Calculator	7d000152
16-0492	Box - Hanging Folders	
16-0506	Xerox Toner	
16-0504	Xerox Cartridge	
16-0501	Xerox Cartridge	
16-0502	Xerox Cartridge	
16-0482	HP Color LaserJet 5550 DTN Printer	JPSC7BS356
16-0497	Office Chair (Red)	
20462	Desk - Riverside Brown	
26968	Desk - Hon	
20460	Desk - Riverside	
28212	Desk - Hon	
16-0818	Return	
	Desk	
PC354	Desk Partion	
PC097	Desk Partion	
56773	Desk - Hon Workstation	
PC015		
PC296	Desk Partion	
25232	Desk	
19616	Workstation - Computer Table	
30009	Desk - Conference Table	
16-0591	Health-O-Meter	
41572	Nec Accusync LCD 17in	36161858GA
16-0602	Nec Monitor	51129834N1
40043	HP Color LaserJet 4600 DN Printer	JPBKB18457
51442	Xerox Documate 262i	923TW109668C0A00318
16-0577	UHF Receiver	
16-0578	UHF Receiver	
16-0593	UHF Receiver	5424030925
16-0584	HemoPoint H2	3008-09-0905
20135	Ear Checker	
16-0582	Thrometer	L0218795
24378	Ear Checker	N/A
16-0579	Ear Checker	N/A
16-0588	Ear Checker	L0219191
16-0881	Ear Checker	L0219506
16-0857	THERMOMETER	L0219452
16-0585	THERMOMETER	L0218790
16-0580	THERMOMETER	L0218794
16-0589	THERMOMETER	L0218854
16-0586	THERMOMETER	L0219167
16-0583	ACCUCHECK	55012125055

16-0597	WELCH VITAL SIGNS	200904758
16-0596	WELCH VITAL SIGNS	200904762
16-0595	HP LASERJET P3005	CNJ1F71468
16-0603	SHELF	N/A
16-0604	SHELF	N /A
16-0600	NEC MONITOR	31104906GA
41576	NEC MONITOR	36160282GA
41566	NEC MONITOR	36165303GA
41591	NEC MONITOR	36163021GA
160601	VIEWSONIC MONITOR	PSX052703041
43428	WELCH ALLEN AED	012993
160592	FELLOWES SHREDDER	N/A
40045	HP LASERJET 2200DTN	JPGGN20072
16-0599	HP LASERJET 2420DN	CNGKB54032
-	PLANAR MONITOR	P2222CA004600
55232	HP COMPAQ DC5000	2UA501033C
55110	HP DC5100	2UB60207RN
-	SECA WEIGHT	-
160754	BOX OF MISC	-
43895	PANASONIC CF52	7JTYA15491
16-0572	DELL INSPIRION 600M	1DL1M71
47399	DELL OPTIPLEX 745	3139LD1
48839	DELL OPTIPLEX 755	4JLSTH1
42055	DELL OPTIPLEX GX270	JKVN141
42054	DELL OPTIPLEX GX270	3LVN141
16-0571	OKIDATA 320	AE54B032932E0
16-0573	OKIDATA 320	AE77057165F0
48098	HP LASERJET 4250	CNGXD73399
16-0605	BROKEN TABLE	N/A
16-0590	BLACKABOARD	N/A
16-0569	SHELF	N/A
17936	SHELF	N/A
16-0575	SHELF	N/A
16826	IBM Lexmark Wheelwriter 3500 - Typewriter	1356900053
16-0565	HP DJ 6122	MY2801B26Z
16-0550	Shredder Trash Can	
16-0551	Shredder	
16-0556	Monitor Holdo	
16-0562	Paper Tray	
16-0563	Gateway Keyboard	07J17800565D
16-0577	Boston Speaker	1110855
16-0566	Chair	
16-0554	APC Backup Battery	AB0347244776
16-0567	Bookshelf	
18031	Chair	
16-0560	Box - Misc Items	
16171	Shelf	

16-0559	Nec Telephone	19200422GK0
16-0552	Projector	455388
16-0553	Projector	987580
16-0557	Boston Speaker	
16-0555	Gateway Monitor	MUL5016E0051686
16-0598	Spot Vital Signs	N/R
16-0561	Table (small)	
21799	Table (small)	
16-0609	Chair	
16-0612	Chair	
16-0606	Chair	
16-0610	Chair	
16-0608	Guest Chair	
16-0607	Chair	
16-0613	Chair	
16-0568	HP Color LaserJet 2840 Printer (All-in-One)	CNHC6860C3

HIDALGO COUNTY SHERIFF'S OFFICE
AUCTION #37

PURSUANT TO ARTICLE 18/17 . T.C.C.P. . THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW , THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M. AT (956)-383-8114.

001. Huskee 21' Cutting Blade Lawnmower	15-06895
002. Silver Visonik Amplifier	13-26121
003. Duffle bag full of caps	10-32814
004. Red Poter Cable Air Compressor	14-39522
005. Red TORO Lawnmower	15-31547
006. 2 Black Rims	15-22429
007. Black Recumseh Air Compressor	15-13939
008. Green Poulan Chainsaw	14-48958
009. GE Window Air Condition Unit	15-27009
010. Yard Machine Lawnmower	15-27099
011. Toro Lawnmower	14-09412
012. Blue Air Compressor	14-09412
013. Blue Dolly	14-09412

014. 32' Dynex Television	14-29909
015. RCA Wooden TV	12-29109
016. Black LG Blueray Player	14-30488
017. Fishing Tackle Box	13-38806
018. Super Spreader Casting Net	13-38806
019. 2 Spray Guns	13-38806
020. 2 Tow Straps	13-38806
021. Dual Car Stereo	15-28812
022. Chevrolet Front Grille	15-28812
023. Sentry Safe	15-28812
024. Tire Iron	15-28812
025. Beeman B.B. Gun	15-28812
026. Daisy B.B. Gun	15-28812
027. Pink Ozone Girls Bike	12-03358
028. Red Next Child's Boys bike	14-03105
029. Red Huffy Boy's Bike	12-06242
030. Gray Ozone Girl's Bike	10-12383
031. Green Next Boy's Bike	11-48748
032. Red huffy Boys Bike	14-26577
033. Pink Next Girls Bike	13-07657
034. Red huffy Boys Bike	11-32872
035. Black / Yellow Mongoose Bike	12-16761
036. Blue Schwinn Bike	14-30488

037. Blue Bike with Red Rims	12-12624
038. Gray Mongoose Bike with Red	11-48972
039. Gray Pacific Bike with Red Letters	11-00812
040. Black Thruster Bike	11-20118
041. Chrome and Blue Murry Bike	12-33078
042. Luggage Rack for vehicle	12-25882
043. Black duffle bag with clothing	12-25882
044. Samsonite Luggage (with red stripe) with clothing	12-25882
045. Air Filter Regulator	13-38806
046. Green Boy's Ozone Bike	11-40098
047. Black/Yellow/Red Magna Bike	12-23084
048. White/Blue Mongoose Bike	14-07779
049. Beige Next Bike	15-24592
050. Purple Mongoose Bike	14-47134
051. Orange Magna Bike	14-47134
052. White/Blue Trailblazer Bike	13-04011
053. Green Next Bike	14-47138
054. Gray/Black/Red Kent Bike	15-17716
055. Purple Roadmaster Bike	14-39565
056. Red Huffy Bike	15-14833
057. Blue Next Bike	15-21190
058. Blue Chopper Bike	15-09099
059. Wood Plaque W/Jesus Carving	15-06895

060. Red Craftsman Shop Vac	11-03220
061. Gray Naxa Car Stereo	15-38686
062. Chrome Crossbar Tire Tool	15-38686
063. Car Jack	15-38686
064. Car Battery	15-38686
065. Plastic Craftsman Tool Box with misc/tools	15-36375
066. Green Brutte 22” Lawnmower	15-36375
067. White Boss Bike	11-50676
068. RCA 53” TV	13-20076
069. 3 Sony Speakers	13-20076
070. Kareoke Machine	13-20076
071. Sony 3 Disc Stereo	13-20076
072. Samsung Flat Screen TV	13-31160
073. 2 Rolls of Copper Tubing	14-03105
074. 2 Red Gas Tanks	14-03105
075. Yellow Bolt Cutters	14-03105
076. Mitsubishi 25” TV	13-00766
077. Black DVR	13-00766
078. Black DVR	13-00766
079. Black Food Saver	13-00766
080. Sonic Monitor	13-00766
081. Shovel	12-23094
082. Garden Hoe	12-23094

083. Garden Hoe	12-23094
084. Axe	12-23094
085. 4 Tires W/Rims	13-43047
086. Panasonic Flat Screen TV	13-43047
087. A/C Window Unit	13-43047
088. A/C Unit 550 BTU	13-43047
089. A/C Unit 1800 BTU	13-43047
090. Speaker Box	13-43047
091. Horse Saddle	13-43047
092. Black Reese Gooseneck Hitch	12-14327
093. Yellow Dolly	12-18179
094. Box of Weights	12-18179
095. Briggs & Stratton Lawnmower	15-14002
096. Yellow Flood Light	14-20836
097. Red Air Horse	14-20836
098. Skill Grinder	14-20836
099. Black Tool Box W/Misc Tools	14-20836
100. Black Grill	13-35056
101. Wood Last Supper Frame	13-35056
102. Large Wood Frame Mirror	13-35056
103. Black Headache Rack	13-46461
104. Poulan Green Lawnmower	12-12493
105. 32” Samsung TV	12-46868

106. 42” Samsung TV	13-30541
107. Roll of Copper Wire	12-26728
108. Roll of Copper Wire	12-26728
109. 42” LG TV	11-22278
110. 32” Westinghouse TV W/Remote	11-22278
111. 10 DVD Movies	11-22278
112. JVC DVD Player	11-22278
113. Sony Subwoofer	11-22278
114. Direct TV Box W/Remote	11-22278
115. Direct TV Box	11-22278
116. Orion VHS Player	11-22278
117. Sony DVD Player	11-22278
118. Sony VHS Player	11-22278
119. 5 Gallon Propane Tank (empty)	15-13634
120. Metal Bowl	15-13634
121. Metal Stand for Propane Tank	15-13634

AI-57350 **Purchasing Department** **20. B. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

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] with approval of RFB plans and specifications developed by project engineers (as listed) for the following Hidalgo County Precinct No. 1 FEMA Road Projects with newly approved procurement packet and plans as attached:
A) RFB No. 2016-398-12-07-TDL; Mile 11 North, Mile 13 ½ North, Yvette Circle – LeFevre Engineering & Management Consulting , LLC;

B) RFB No. 2016-399-12-07-FAZ; Indian Hills – TEDSI Infrastructure Group;

C) RFB No. 2016-400-12-07-HGO; Mile 1.5 West, Jesus Flores, Englemen, Las Cumbres, Mile 20 N- International Consulting Engineers (ICE).

BACKGROUND

Proposed Timeline
1st advertisement: 11-19-16
2nd advertisement: 11-26-16
Open: 12-07-16

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-121-005-0-540

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

BUDGETARY IMPACT:

Funding available for advertising under PO# 736148

Attachments

proc pckt
...yvette circle
indian hills
mile 1.5 west...

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2016 04:19 PM
Budget & Management	Veronica Ortiz	11/10/2016 04:19 PM
Merlen P. Munoz	Merlen P. Munoz	11/10/2016 04:40 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Yvette Salinas Started On: 11/10/2016 02:41 PM

Final Approval Date: 11/10/2016

TABLE OF CONTENTS
2XXX-XXX-XX-XX-XXX
"PROJECT NAME"

1) Advertisement and Invitation for Bids
2) Hidalgo County Revised Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
- **a.** Insurance

12) Title 29 Labor
13) Standard General Condition of Construction Contract
14) Supplemental General Condition

15) **Exhibit A** General Notes & Standard Specifications
- **a.** Technical Specifications
- **b.** Hidalgo County Specifications as per 340
- **c.** n/a

16) **Exhibit B**
- **a.** Debarment
- **b.** W-9
- **c.** Bidder/Vendor Application
- **d1.** Conflict of Interest Questionnaire
- **d.** Sales Tax and Local Sales Tax Certificate
- **e.** **n/a**
- **f.** **n/a**
- **g.** Exhibit G Title VI Appendices "A" through "E"

17) **Exhibit D Border Wage Rates**
- **a.** Government code Ch 2258
- **b.** Prevailing Wage Rate
- **c.** Davis Bacon (USE MOST CURRENT)

18) **Exhibit E**
- **a.** n/a
- **b.** Change Order
- **c.** Payment of Application
- **d.** Estimate Quantity Update
- **e.** Schedule of Values
- **f.** n/a

g. n/a
h. Partial Release of Lien
i. Contractor's Affidavit of Payment of Debts and Claims
j. Prevailing Wage Rates Certificate Statement
k. Certificate of Construction Completion
l. Contractor's Affidavit of Release of Liens
m. Payment Schedule
n. Quantity Work Sheet
o. n/a

19) Construction Identification Sign

Bid No: xxxx-xxx-xx-xx-xxx	Buyer :	Tel. No: (956) 318-2626 ext

REQUEST FOR BIDS

HIDALGO COUNTY

"PROJECT NAME"

BID OPENING
MONTH DAY, 2000

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 -"PROJECT NAME"** 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.: xxxx-xxx--xx-xx-xxx "HIDALGO COUNTY-PROJECT NAME"** 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 DAY , 2000. 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 "PROJECT NAME" -RFB NO.: xxxx-xxx-xx-xx-xxx"** 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.: xxxx-xxx-xx-xx-xxx"
Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

. Discount payments will be considered when offered.
. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	MONTH DAY, 20xx
Award of Contract	_____, 20xx
Commence Work or Deliver Products	_____, 20xx

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all

bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

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. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB 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: xxxxx.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 NAME"
BID NO.: xxxx-xxx-xx-xx-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: _____

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: 2000-000-00-00-XXX

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/buyer initials
Enclosures

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"SERVICES"
BID NO.: XXXX-XXX-XX-XX-XXX

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

STATEMENT OF CREDENTIALS
for Facility Construction and Related Projects
(Non-road Improvements)

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. **All questions must be answered** and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Formatted: Font: Bold, Font color: Red, Highlight

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the **general contractor/**bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

   Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

   Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

   Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

   Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

   All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

   Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this ____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
Recovery and Motor Pool Improvements

RFB No.: 2000-000-00-00-XXX

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" – Insurance Acknowledgement Forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable).

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday _____date_____ at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,
b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Project Name:_____

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within _____ **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $_____ for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to engineer address attn:
and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

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 of49 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 of1970, (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 of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

BID FORM

BID FORM

HIDALGO COUNTY
XXXX-XXX-XX-XX-XXX
NAME OF PROJECT

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price **In Words**	Unit Price **In Figures**	Total Extension In Figures
Sample						
100	20.87	STA	Preparing Row	Three Hundred Dollars Fifty Cents	$300.50	$6,271.44

PAVING

100	34.33	STA	Preparing Row	Dollars Cents	$	$
134	34.33	STA	Backfill (TY A)	Dollars Cents	$	$
247	11707.00	SY	FL BS (Compl In Plact (TY D CL2)	Dollars Cents	$	$
251	11707.00	SY	Rewking BS Matri (DC)(TY D CL2)	Dollars Cents	$	$
262	11707.00	SY	Lime Treat For BS CRSE (NEW BS)	Dollars Cents	$	$
502	2.00	MO	Barricades, Signs and Traffic Handling	Dollars Cents	$	$
5249	970.	LF	Temporary Sediment Control Fence	Dollars Cents	$	$

Roadway Subtotal	$

Drainage

530	2539.00	SY	Driveway (ASPH-CONC-PAV)(PB-1)	Dollars Cents	$	$
530	517.00	SY	Driveway (Concrete 300 PSI)	Dollars Cents	$	$
556	1880.00	LF	15” RCP Culvert Pipe	Dollars Cents	$	$
556	420.00	LF	18” RCP Culvert Pipe	Dollars Cents	$	$
556	0.00	LF	30” RCP Culvert Pipe	Dollars Cents	$	$
556	3.00	EA	Type “CC” Inlet	Dollars	$	$

				Cents		
556	12.00	EA	Safety End Treatments	Dollars	$	$
				Cents		

Drainage Subtotal	$

Bid Total	$

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-XX-XXX-XX-XX

This Agreement, entered into this _____day of _____, 2___ by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

NAME OF PROJECT

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ___ engineer _____, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within _____ consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $_____ for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2_____.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:

BY: _____ DATE: _____

ATTEST: COUNTY OF HIDALGO:

_____ _____
Arturo Guajardo, Jr., County Clerk Ramon Garcia, County Judge

DRAFT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.……)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3)_____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____ _____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #__ BORDER ACCESS COLONIA PROJECT
_____ SUBDIVISION

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the –1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of ____ _____. A.D., 20_____.

ATTEST:

Principal_____

By_____

_____
(Principal) Secretary

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

_____
Surety

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

_____

NOTE:If Contractor is partnership all Partners should execute bond

_____
(Address)

Telephone Number:_____

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____,who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ OF _____, hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT
_____ SUBDIVISION
hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner
(Texas Performance Bond) – Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of ____ _____. A.D.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____

(Address)

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Surety

_____

(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____,who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
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3.3 Weekly statement with respect to payment of wages
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3.10 Methods of payment of wages.
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AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

Technical Specifications

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ# _____**

Contractor _____ **Application# _____**

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____	By: _____	By: _____
Enigineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway: Contractor: Date Began: ?
Control: Contract Price: Contract Time: 120
Project No: Work Done this Mo.: Time Charged: 90
County: % Complete: #DIV/0! % Time Used: 75.00%
Est. No: 1

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By: Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ# _____**

Contractor _____ **Application# _____**

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ ,20____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____

_____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

Exhibit E-J

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4’ – 0” X 8’ – 0”
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾” Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct ____

_____, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Colonia Whitewing Paving Project

Hidalgo County Commissioner's Court

Ramon Garcia	-	County Judge
A.C. Cuellar, Jr.	-	Commissioner Pct #1
Eduardo "Eddie" Cantu	-	Commissioner Pct #2
Joe M. Flores	-	Commissioner Pct #3
Joseph Palacios	-	Commissioner Pct #4

Project Contractor: _____ Project Engineer:_____

April 7, 2016

RE:
ADDENDUM NO.1
FOR BID No.: 2015-145-04-13-MSS
"Landscape/Structural Irrigation Construction for San Carlos Community Resource Center"
Hidalgo County Precinct No. 4

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **HIDALGO COUNTY PRECINCT NO. 4** request for bids for **"Landscape/Structural Irrigation Construction for San Carlos Community Resource Center".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice via email to email@address and/or marking receipt in your bid form.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at 956-XXX-XXXX.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 4 –**"Landscape/Structural Irrigation Construction for San Carlos Community Resource Center.**

Thank you for your prompt attention to this matter.

BY:

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

MLS/yss

SAMPLE

ADDENDUM NO. 1

April 7, 2016

"LANDSCAPE/STRUCTURAL IRRIGATION CONSTRUCTION FOR SAN CARLOS COMMUNITY RESOURCE CENTER" Precinct No. 4
BID NO.: 2015-145-04-13-MSS

PLEASE NOTE CHANGES AS FOLLOWS IN THE AS NOTED ON THE FOLLOWING :

No. 1 **BID OPENING DATE HAS CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, October 12, 20___.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 20__, for RFB-HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR _____ SUBDIVISION.

_____ _____
Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

SAMPLE

Certificate of Substantial Completion

PROJECT:

PROJECT NUMBER:

OWNER: **HIDALGO COUNTY PRECINCT NO. ___**

CONTRACTOR:

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

_____	_____	_____
Engineer	By	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $_____.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by _____
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ am/pm on _____.
Date

_____	_____	_____
Owner	By	Date

STATEMENT OF CREDENTIALS

for Facility Construction and Related Projects
(Non-road Improvements)

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. **All questions must be answered** and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the **general contractor/**bidder shall perform no **more** than eighty percent **(80%)** of the work with his own organization, and **no less than** twenty percent **(20%)** of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

   Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

   Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

   Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

   Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

   All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

   Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

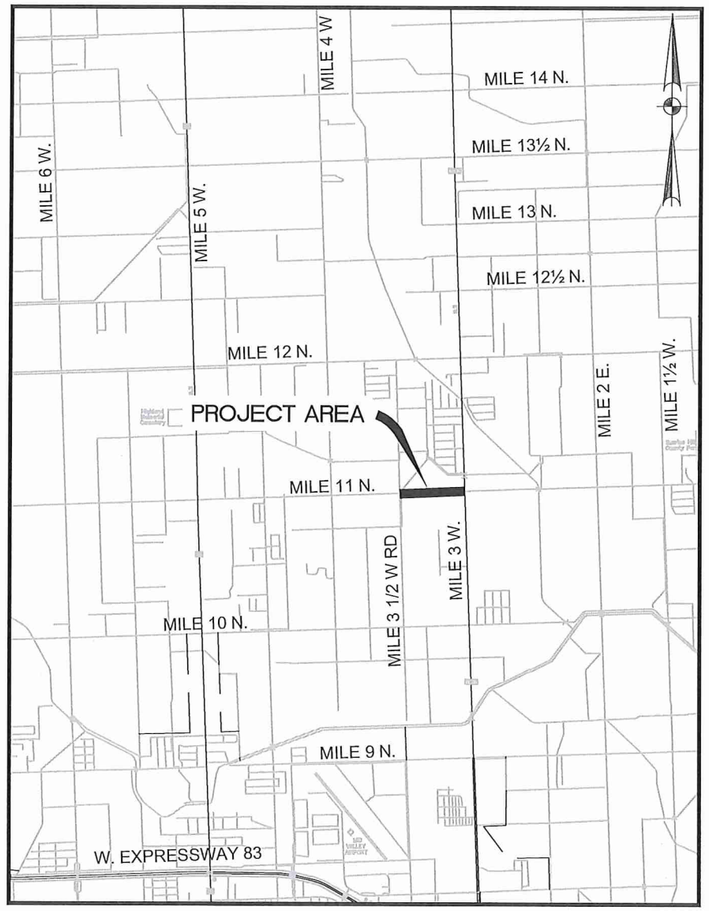
By:_____

Notary Public in and for _____County, Texas

My commission expires _____

HIDALGO COUNTY PRECINCT NO. 1
FEMA ROAD AND DRAINAGE IMPROVEMENTS WORK AUTHORIZATION No. 2
MILE 11 N. ROAD BETWEEN (MILE 3 W. ROAD AND MILE 3 1/2 W. ROAD)

MERCEDES, TEXAS



SCALE 1"=6000'

NOVEMBER 2016

HIDALGO COUNTY OFFICIALS

RAMON GARCIA _____ COUNTY JUDGE
A.C. CUELLAR, JR. _____ COMMISSIONER PCT. No. 1
EDDIE CANTU _____ COMMISSIONER PCT. No. 2
JOE M. FLORES _____ COMMISSIONER PCT. No. 3
JOSEPH PALACIOS _____ COMMISSIONER PCT. No. 4

INDEX OF SHEETS

Sheet No.	Description
1	COVER SHEET
2	GENERAL CONSTRUCTION NOTES
3-5	SURVEY CONTROL PLAN
6-11	PLAN AND PROFILE SHEETS
12	DETAILS SHEET

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

WESLEY RICHARD LeFEVRE, P.E.

11/9/16
DATE

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

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687-5363

Drawn	LH	Date	NOVEMBER, 2016
Checked	HM	Job No.	P-203-02
Approved	WRL	Sheet	1 of 12

Z:\3 Projects\Hidalgo\Precinct 1\P203 FEMA Roads Pct 1 Second Contract\DWG\P-203-02 (MILE 11)\Sheet\1-Cover Sheet.dwg Nov 09,2016 - 8:38AM Project Manager

GENERAL

1. CONTRACTOR SHALL CONTACT LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC (LEMC) AT 956-687-5362, 72 HOURS PRIOR TO START OF ANY CONSTRUCTION WITHIN PROJECT SITE.

2. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES WITHIN THE CONSTRUCTION AREA 72 HOURS PRIOR TO EXCAVATION NEAR THEIR UTILITIES.

3. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES (NO SEPARATE PAY). ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF LeFEVRE ENGINEERING MANAGEMENT CONSULTING, LLC. IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THIS CONSTRUCTION OPERATION WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

4. CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS NOT SUPPLIED BY OWNER AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK. OWNER'S ENGINEER TO APPLY FOR AND PROVIDE TxDOT PERMIT TO WORK IN R.O.W. AND ANY RELATED CROSSING PERMITS.

5. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR WILL BE OBTAINED AT HIS EXPENSE.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES. NATURAL GROUND ADJACENT TO UTILITY TRENCH EXCAVATION TO BE CLEARED AND GRUBBED PRIOR TO PLACEMENT OF EXCESS TRENCH MATERIAL (NO ADDITIONAL PAYMENT – INCLUDE IN COST OF UNDERGROUND UTILITIES CONSTRUCTION.)

7. FILL TO BE PLACED IN MAXIMUM 6-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY PER ASTM D-698, UNLESS OTHERWISE NOTED.

8. CONTRACTOR IS RESPONSIBLE FOR CLEANING MUD AND/OR DIRT TRACKED ONTO EXISTING STREETS BY HIS WORKMEN'S, SUPPLIER'S, OR SUBCONTRACTOR'S VEHICLES. STREETS MUST BE CLEANED WITHIN 2 HOURS OF WHEN THE TRACKING OCCURS. NO SEPARATE PAY.

9. RETESTING OF ANY TESTING FAILURES WILL BE THE CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY

10. WHERE CONTRACTOR'S WORK AND/ OR EQUIPMENT CAUSES AN OBSTRUCTION TO TRAFFIC, CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART VI OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS M.U.D.C.D., MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION. A WRITTEN TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PRIOR TO CONSTRUCTION FOR REVIEW BY THE ENGINEER & OTHER APPROPRIATE PERSONS.

11. LOCATION OF EXISTING UNDERGROUND UTILITIES AND SERVICE LINES (WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, ETC.) ARE DETERMINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR TO LOCATE LINES AND/ OR OBSTRUCTIONS AHEAD OF EXCAVATION.

12. ANY SOIL BORINGS THE CONTRACTOR REQUIRES ARE TO BE DONE BY THE CONTRACTOR AT HIS EXPENSE.

13. OVERHEAD LINES MAY EXIST ON THE ALIGNMENTS. CLEARLY VISIBLE LINES ARE NOT MARKED, AND CONTRACTOR TO NOTE THEIR LOCATION PRIOR TO CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH

14. PERSONS OR OBJECTS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.

15. CONTRACTOR TO MAKE ARRANGEMENTS WITH THE APPROPRIATE UTILITY COMPANY FOR SECURING POLES, IF NECESSARY, WHILE CONSTRUCTION PASSES BY POLES. COSTS OF SECURING POLES WILL BE PAID FOR BY THE CONTRACTOR, NO SEPARATE PAY.

16. CONSTRUCTION STAKING (ALIGNMENT AND GRADE) TO BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY.

17. SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE AS DIRECTED BY THE ENGINEER. IF THE ENGINEER NOTIFIES THE CONTRACTOR THAT THE OWNER DOES NOT HAVE USE FOR THIS MATERIAL, THE SURPLUS MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR, AND IT IS HIS RESPONSIBILITY TO DISPOSE OF THE MATERIAL.

18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE LOCAL REQUIREMENTS.

19. CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND FACILITIES DURING INSTALLATION OF PROPOSED WORK.

20. PAVED SURFACES SHALL BE PROTECTED FROM DAMAGE FROM TRACKED EQUIPMENT. ANY REPAIRS TO DAMAGED PAVED SURFACES WILL BE PAID BY THE CONTRACTOR. NO SEPERATE PAY.

21. IRON RODS DISTURBED DURING CONSTRUCTION TO BE REPLACED BY REGISTERED PUBLIC LAND SURVEYOR TO ORIGINAL PROPERTY CORNER AT NO SEPARATE PAY.

22. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AN UPDATED REDLINED "AS-BUILT" SET OF PLANS ON SITE FOR INSPECTION BY THE ENGINEER, THE ENGINEER'S REPRESENTATIVE, AND THE OWNER'S REPRESENTATIVE.

23. WORK PERFORMED UNDER THIS CONTRACT IS GOVERNED BY REQUIREMENTS OF SEVERAL PUBLIC, GOVERNMENTAL, AND PRIVATE ENTITIES. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GOVERNING ENTITIES.

GENERAL CONT.

24. SURVEY PERFORMED BY RIO DELTA SURVEYOR
ELEVATIONS BASED UPON STATIC GPS OBSERVATIONS; NAVD 88
HORIZ: STATE PLANE COORDINATES (NAD83) ZONE SOUTH TEXAS

TRAFFIC CONTROL NOTES:

MAINTENANCE OF WORK ZONE TRAFFIC CONTROL SERVICE:

1. THOSE PORTIONS OF THE PROJECT WHICH REQUIRE CONSTRUCTION UNDER TRAFFIC WILL BE MAINTAINED IN A CONDITION ACCEPTABLE TO THE ENGINEER. THIS WORK WILL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.

2. AT ANYTIME DURING THE PROSECUTION OF THIS PROJECT IF OTHER SIGNS, BARRICADES, ETC. ARE DEEMED NECESSARY TO CONTROL AND PROVIDE SAFETY FOR THE TRAVELING PUBLIC. THE CONTRACTOR SHALL PROVIDE THESE ADDITIONAL TRAFFIC CONTROL DEVICES. PAYMENT FOR THIS WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO BID.

3. THE CONTRACTOR SHALL TAKE CARE TO ASSURE THAT ALL TRAFFIC CONTROL DEVICES AND WORK ZONE PAVEMENT MARKINGS BE KEPT IN A HIGHLY VISIBLE CONDITION (CLEAN, UPRIGHT, AND PROPER LOCATION) THE CONTRACTOR SHALL HAVE ADEQUATE REPLACEMENT TRAFFIC CONTROL DEVICES AVAILABLE, AT ALL TIMES, TO REPLACE THOSE DAMAGED.

SIGNING:

4. THE CONTRACTOR SHALL COVER OR TEMPORARILY REMOVE EXISTING SIGNS THAT CONFLICT WITH THE SUGGESTED TRAFFIC CONTROL PLAN OR THE INTENT THEREOF.

5. EXISTING SIGNS THAT DON NOT CONFLICT WITH THE SUGGESTED TRAFFIC CONTROL PLAN OR THE INTENT THEREOF, BUT REQUIRE RELOCATION DUE TO PHYSICAL CONFLICTS SHALL NOT BE RELOCATED UNTIL TEMPORARY SIGN SUPPORTS HAVE BEEN INSTALLED TO ALLOW FOR THE IMMEDIATE RELOCATION OF ANY SUCH SIGNS.

6. THESE SIGNING MEASURES SHALL NOT BE PAID, OR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO BID.

PUBLIC ACCESS AND PEDESTRIAN SAFETY:

7. ANY PORTIONS OF THIS PROJECT THAT COINCIDE WITH EXISTING PUBLIC ROADS AND/OR PRIVATE DRIVES SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER.

8. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN TWO-WAY TRAFFIC ON ALL PUBLIC ROADWAYS AT AL TIMES UNLESS OTHERWISE NOTED ON THE PLANS.

9. FOR PEDESTRIAN SAFETY, THE CONTRACTOR SHALL INSTALL ORANGE PLASTIC CONSTRUCTION FENCING (3 FT TALL MINIMUM) AROUND ALL OPEN EXCAVATIONS. THE PLACEMENT OF THIS FENCING SHALL NOT OBSTRUCT SIGHT LINES OF THE TRAVELING PUBLIC.

10. THESE MEASURES FOR PUBLIC ACCESS AND PEDESTRIAN SAFETY WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO BID.

11. INSTALLATION AND MAINTENANCE OF ALL WORK ZONE SIGNS, BARRICADES, AND PAVEMENT MARKINGS IS THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL CONFORM TO BARRICADE AND CONSTRUCTION (BC) STANDARDS AND/OR THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

12. CONSTRUCTION IN ANY AREA THAT IS ADVERSELY AFFECTING TRAFFIC FLOW AND SAFETY MUST BE PURSUED DILIGENTLY BY THE CONTRACTOR. IF IN THE OPINION OF THE ENGINEER, THE CONTRACTOR IS NOT DILIGENTLY PURSUING THE CONSTRUCTION IN THOSE AREAS. THE ENGINEER MAY REQUIRE THE CONTRACTOR TO CHANGE HIS WORK SCHEDULE TO EXPEDITE COMPLETION IN THOSE AREAS OF CONCERN.

13. THE CONTRACTOR MAY REQUEST TO ALTER THE TRAFFIC CONTROL PLAN, BUT ANY REQUESTS MAY BE SUBMITTED TO THE ENGINEER IN WRITING. IF THE REQUEST FOR A CHANGE IN THE TRAFFIC CONTROL IS EXTENSIVE, THE ENGINEER MAY REQUIRE THE CONTRACTOR TO PROVIDE PLAN SHEET REVISIONS OUTLINING HIS CHANGE: THESE PLAN SHEET REVISIONS WILL BE PROVIDED BY THE CONTRACTOR AT HIS OWN EXPENSE. ANY CHANGES TO THE TRAFFIC CONTROL PLAN WILL BE SUBJECT TO THE ENGINEER'S WRITTEN APPROVAL.

14. FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.

15. STEADY BURN (TY D) WARNING LIGHTS SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.

16. ADDITIONAL SIGNS, BARRICADES, AND/OR OTHER CHANNELIZING DEVICES MAY BE REQUIRED AND/OR ADJUSTED AS DIRECTED BY THE ENGINEER.

17. WHEN CONSTRUCTION OPERATIONS RESULT IN DROP OF MORE THAN 2 INCHES NEXT TO TRAVEL WAY A 3:1 SLOPE AND 4.0 FEET BUFFER ZONE WILL BE REQUIRED DURING NON WORKING HOURS.

18. FOR POSTED SPEEDS EXCEEDING 30 MPH, ADVISORY SPEED SIGNS WITH APPROPRIATE WARNING SIGNS, SHALL BE POSTED IN THE VICINITY SPECIFIC WORK ZONES WITH THE PROJECT LIMITS, UNLESS OTHER SIDE DIRECTED BY THE ENGINEER.

19. LENGTH AND SPACING OF CHANNELIZING DEVICES SHALL BE AS SHOWN ON THE BC STANDARDS AND THE "T.M.U.T.C.D." OTHER SIGNS MAY BE USED IN ADDITION TO THOSE REQUIRED BY BARRICADE STANDARDS.

20. ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS, OR AS DIRECTED BY THE ENGINEER. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED AS DIRECTED BY THE ENGINEER.

21. REFER TO STANDARD TRAFFIC CONTROL SHEETS FOR OTHER PERTINENT INFORMATION NOT SHOWN.

22. WORK BEYOND THE PROJECT LIMITS WILL BE PERMITTED PROVIDED DRUMS ARE INSTALLED AS PER TRAFFIC CONTROL BARRIER DEVICES AND THE WORK DOES NOT CREATE A DROP OFF OF MORE THAN TWO (2) INCHES.

23. CONTRACTOR TO USE A POWER BROOM FOR CLEANING ROADWAY AND TO MAINTAIN CLEAN AT ALL TIMES. THIS IS NOT A PAID ITEM.

24. ROADWAY BARRELS TO BE USED WHEN WORKING OUTSIDE OF THE ROADWAY AS TO DELINEATE THE WORK AREA.

25. CROSSWALKS, STOP BARS AND OTHER AFFECTED TRAFFIC MARKINGS SHALL BE REPLACED BY THE CONTRACTOR AS NEEDED AT THE CONTRACTOR'S EXPENSE.

26. A STORM WATER POLLUTION PREVENTION PLAN (SW3P_ IS NOT REQUIRED, DUE TO CONTRACTOR NEVER DISTURBING AREAS GREATER THAN AN 1-ACRE. THE CONTRACTOR WILL BE REQUIRED TO FOLLOW STORM WATER POLLUTION CONTROL AS PER SPECIFICATION 1570 AND PLANS.

TRAFFIC CONTROL NOTES (CONT'D):

27. ACCESS TO MAIL BOXES SHALL BE PROVIDED AT ALL TIMES. ANY MAIL BOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND SHALL BE AS PER TXDOT STANDARDS.

PAVING CONSTRUCTION NOTES:

1. HOT MIX ASPHALT CONCRETE TO BE IN ACCORDANCE WITH TXDoT SPECIFICATION TYPE "D" ITEM 340.

2. SUBGRADE EXCAVATION, MIXING OF LIME, AND RECOMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "LIME TREATED SUBGRADE."

3. CONTRACTOR TO FILL BEHIND CURBS AND WALKS AND SHAPE TO INSURE PROPER DRAINAGE.

4. CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.

5. NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.

6. HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPORPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225°F.

7. WHEN TYING INTO EXISTING CURB, EXPOSE REBAR AND FORM EXPANSION JOINT PER DETAIL SHEET.

8. ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACK FILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION.

9. EXISTING MANHOLES LOCATED ON ROADWAYS SHALL BE ADJUSTED TO THE PROPOSED GRADE. NO SEPARATE PAY.

10. DEMOLITION, REMOVAL, & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, REBAR, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.

11. ALL MANHOLES AND/OR OTHER STRUCTURES TO BE ADJUSTED BY THE CONTRACTOR TO MEET FIANL GRADES, A MAXIMUM OF 18 INCHES OF THROAT RINGS WILL BE ALLOWED. (NO SEPARTE PAY)

12. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO ASSURE NO AREAS OF PONDING ARE PRESENT.

LEGEND

- ⊛ – UNDERGROUND CABLE MARKER
- Ⓦ – WATER METER
- ■ – COMMUNICATION BOX
- Ⓣ – TRAFFIC LIGHT
- ▦ – GRATE INLET
- ○ – MANHOLE
- ⊙ – POLE CABLE
- ⌀ – POWER POLE
- ← – GUY WIRE
- Ⓣ – TEL. PEDESTAL
- ⊸ – SIGN
- ⋈ – WATER VALVE
- ⋇ – FIRE HYDRANT
- ▯ – MAIL BOX
- O – IRR. STAND PIPE
- ——x—— – FENCE
- ——OH—— – POWER LINE
- -□—□— – GUARD RAIL

NO.	DATE	REVISION	APPROV.
1			
2			
3			
4			

HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

GENERAL CONSTRUCTION NOTES

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

Civil Engineering
Environmental Engineering
Planning
Project Management

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

Drawn	L.H.
Scale	N.T.S.
Checked	H.M.
Date	NOVEMBER, 2016
Job No.	P-203-02
Sheet	2 of 12

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JAMES H. E. MILLER DOCUMENT NO. 1421834 OFFICIAL RECORDS
FARM TRACT 278 WEST TRACT SUBDIVISION
VOL. 2, PG. 34 MAP RECORDS

MILE 3½ ROAD (50' R.O.W.)

18" RCP

MILE 11 N. ROAD

10+00 11+00 12+00 13+00 14+00 15+

(N 88°50'43.26"E) 2,544.81'

EXIST 55' R.O.W.

19.64' E/E

CENTERLINE

MATCH LINE STA: 15+00

BEGING PROJECT
℄ STA:10+00
MILE 11 N. ROAD
N=16603407.8071
E=1158831.9320

TBM #1
POWER POLE NAIL
ELEV=60.03
N=16603382.88
E=115901.4030

TOMMY LEE BRADFORD
VOL. 1503, PAGE 485 DEED RECORDS
FARM TRACT 69 WEST TRACT SUBDIVISION
VOL. 2, PG. 34 MAP RECORDS

ROAD DITCH

JAMES H. E. MILLER DOCUMENT NO. 1421834 OFFICIAL RECORDS
FARM TRACT 278 WEST TRACT SUBDIVISION
VOL. 2, PG. 34 MAP RECORDS

STA: 15+00

MILE 11 N. ROAD

catche drive

16+00 17+00 18+00 19+00 20+

(N 88°50'43.26"E) 2,544.81'

EXIST 55' R.O.W.

20.00' E/E

STA: 20+00

CENTERLINE

MATCH LINE STA: 15+00

ROAD DITCH

TBM #2
POWER POLE NAIL
ELEV=62.14
N=16603392.7161
E=1159458.1930

TOMMY LEE BRADFORD
VOL. 1503, PAGE 485 DEED RECORDS
FARM TRACT 69 WEST TRACT SUBDIVISION
VOL. 2, PG. 34 MAP RECORDS

ROAD DITCH

MATCH LINE STA: 20+00

FARM TRACT 278 WEST TRACT SUBDIVISION
VOL. 2, PG. 34 MAP RECORDS

DIRT DRIVEWAY

COUNTY OF HIDALGO
DOCUMENT NO. 1825216
OFFICIAL RECORDS

concrete drive

MILE 11 N. ROAD

00 21+00 22+00 23+00 24+00 25

(N 88°50'43.26"E) 2,544.81'

EXIST 55' R.O.W.

20.00' E/E

EXIST 85' R.O.W.

CENTERLINE

MATCH LINE STA: 25+00

ROAD DITCH

TOMMY LEE BRADFORD
VOL. 1503, PAGE 485 DEED RECORDS
FARM TRACT 69 WEST TRACT SUBDIVISION
VOL. 2, PG. 34 MAP RECORDS

TBM #3
POWER POLE NAIL
ELEV=62.23
N=16603373.2151
E=1160034.0040

asphalt drive

18" RCP

LA PERLA ST.
(50' R.O.W.)

HACIENDA LAOSZADA SUBDIVISION
VOL. 47, PAGE 193
MAP RECORDS

LOT 33

NO.	DATE	REVISION	APPROV.
1			
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3			
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HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 1 OF 3

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/3/16

Civil Engineering
Environmental Engineering
Planning
Project Management

613 Nolana, Suite 205
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5383

Texas Registered Engineering Firm F-11722

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

Drawn	L.H.
Scale	N.T.S.
Checked	H.M.
Date	NOVEMBER, 2016
Job No.	P-203-02
Sheet	3 of 12

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DOCUMENT NO. 1825216
OFFICIAL RECORDS

LOT 1 | LOT 2 | LOT 3

MIRASOLES SUBDIVISION
VOL. 49, PAGE 75
MAP RECORDS

MILE 11 N. ROAD

caliche drive

MATCH LINE STA: 25+00

25+00 | 26+00 | (N 88°50'43.26"E) 2,544.81' | 27+00 | 28+00 | 19.35' E/E | 29+00 | 30

MATCH LINE STA: 30+00

EXIST 85' R.O.W.

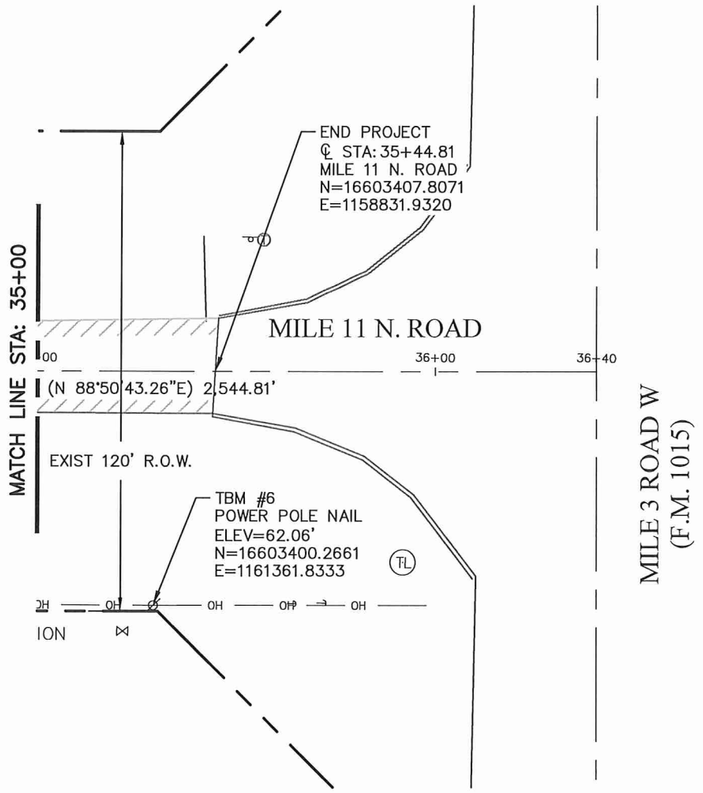
EXIST 120' R.O.W.

caliche drive

caliche drive

caliche drive

OH — OH — OH —



NO.	DATE	REVISION	APPROV.
1			
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3			
4			

HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 3 OF 3

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

Civil Engineering
Environmental Engineering
Planning
Project Management

612 Nolana, Suite 620
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

LeFEVRE
ENGINEERING & MANAGEMENT CONSULTING, LLC.

Drawn	L.H.
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Date	NOVEMBER, 2016
Job No.	P-203-02
Sheet	5 of 12

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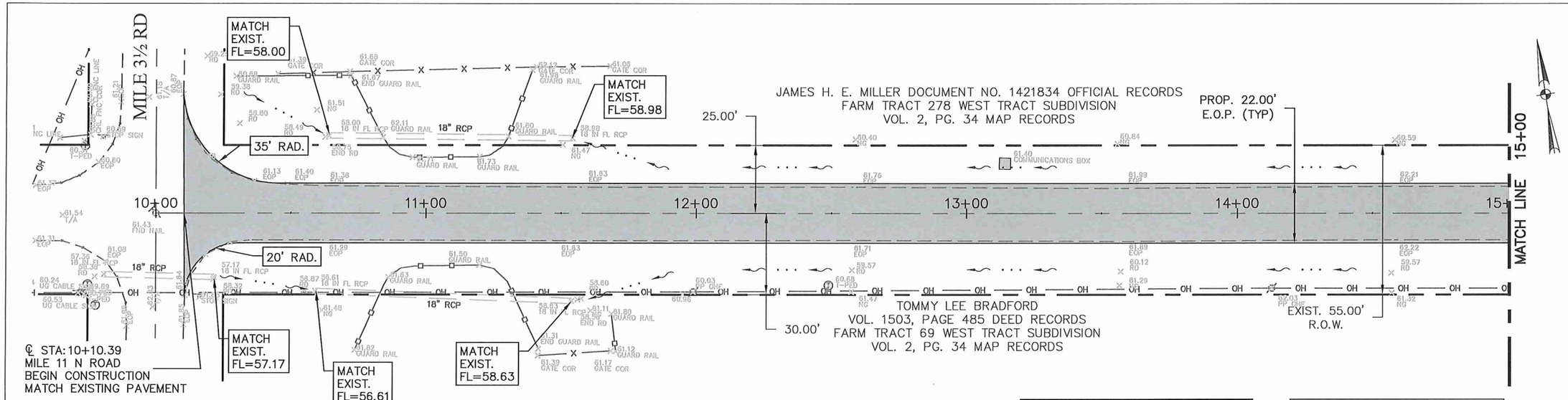

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:	
TEXAS ONE CALL:	1-800-245-4545
CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-968-8722

NOTE:
1. CONTRACTOR TO PROVIDE PUBLIC ACCESS TO ALL DRIVEWAYS THROUGH ALL PHASES OF CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN POSITIVE FLOW OF ALL EXISTING DRAINAGE PATTERNS DURING ALL PHASES OF CONSTRUCTION.
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES CONFLICTING WITH PROPOSED ROADWAY SECTION.

CENTER LINE

MILE 11 N. ROAD (55' R.O.W.)

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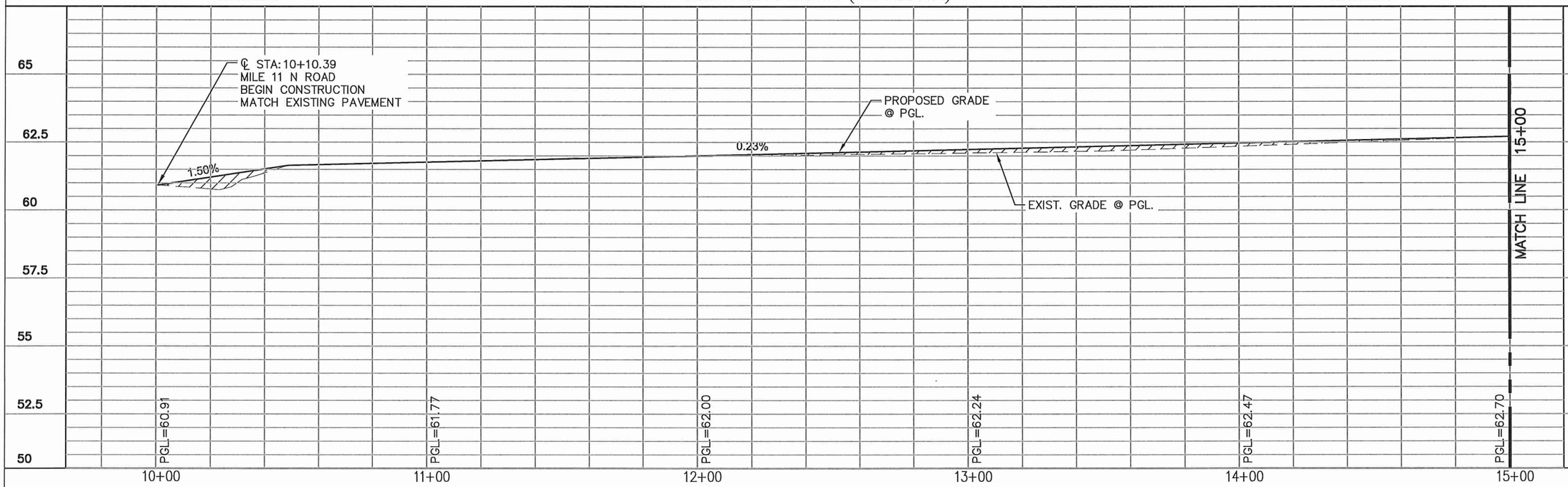

NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 10+00 TO 15+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

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612 Nolana, Suite 520
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Job No.	P-203-02
Sheet	6 of 12

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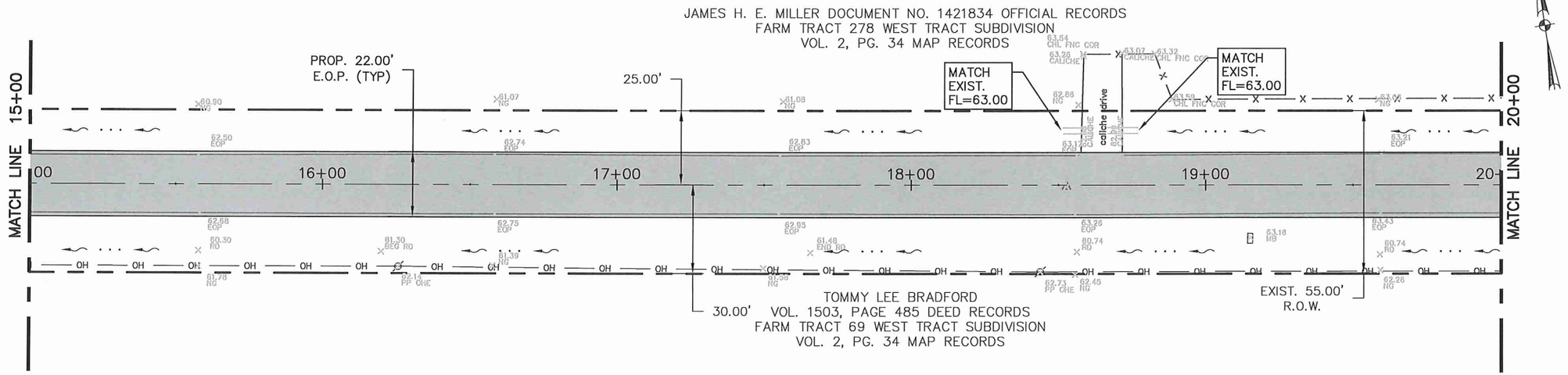

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CENTER LINE

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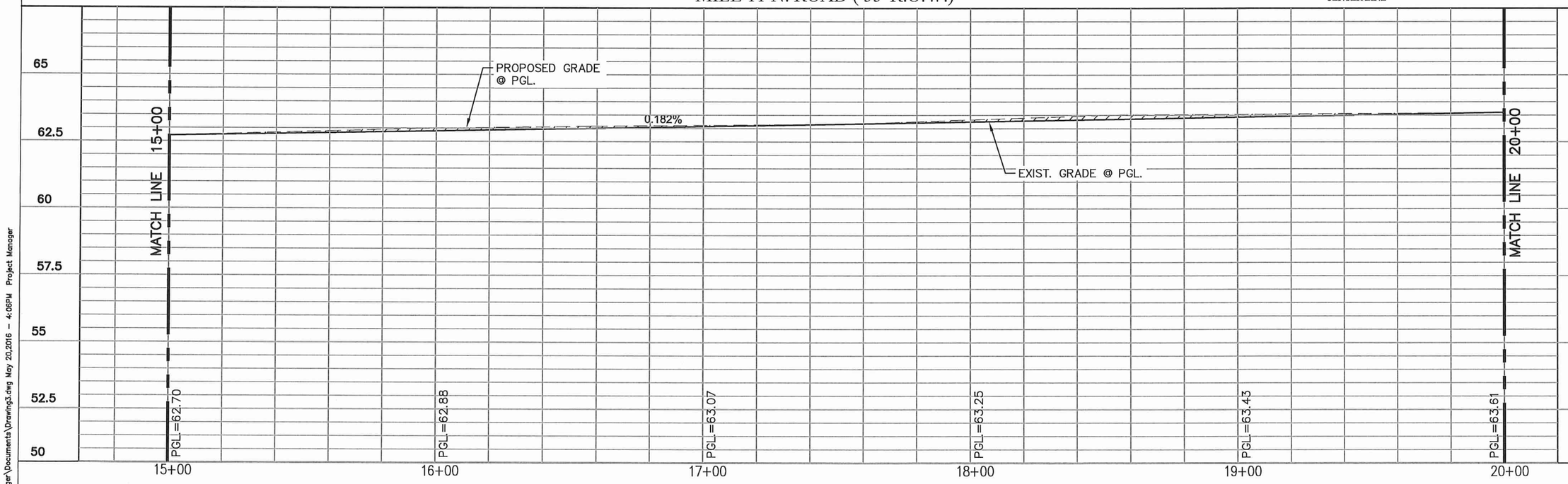
CENTER LINE



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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 15+00 TO 20+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

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Sheet	7 of 12

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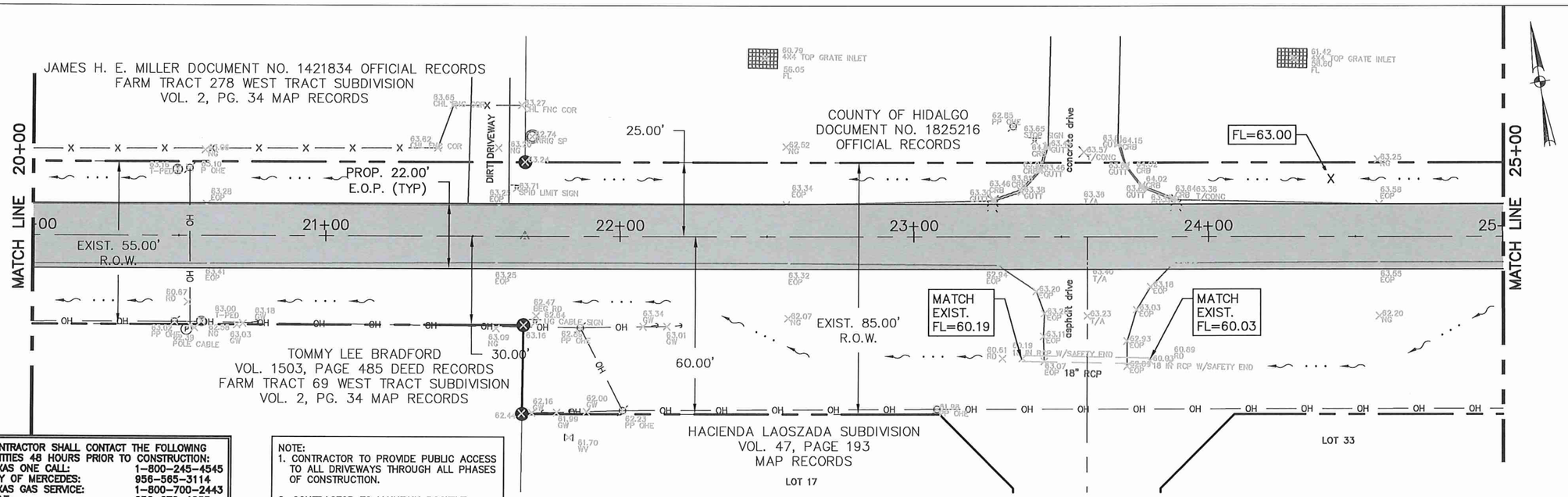

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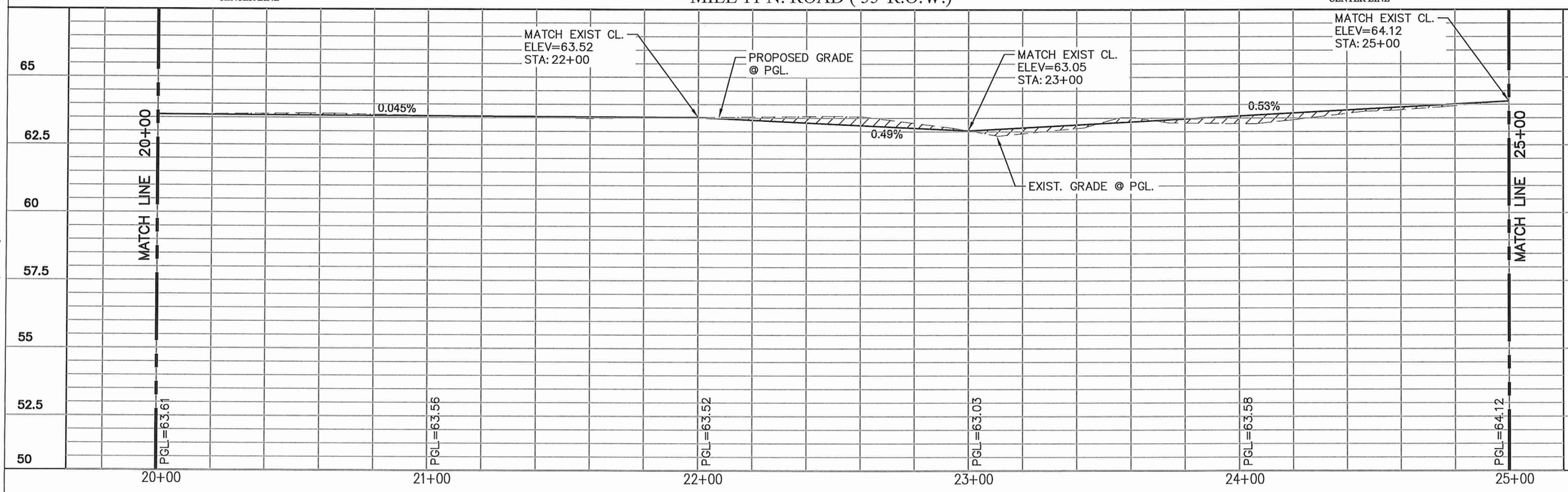
MILE 11 N. ROAD (55' R.O.W.)



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HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 20+00 TO 25+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

Civil Engineering
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612 Nolana, Suite 520
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Tel. 956.687.LEMC
Fax. 956.687.5863
Texas Registered Engineering Firm F-11722
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

Drawn	L.H.
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Job No.	P-203-02
Sheet	8 of 12

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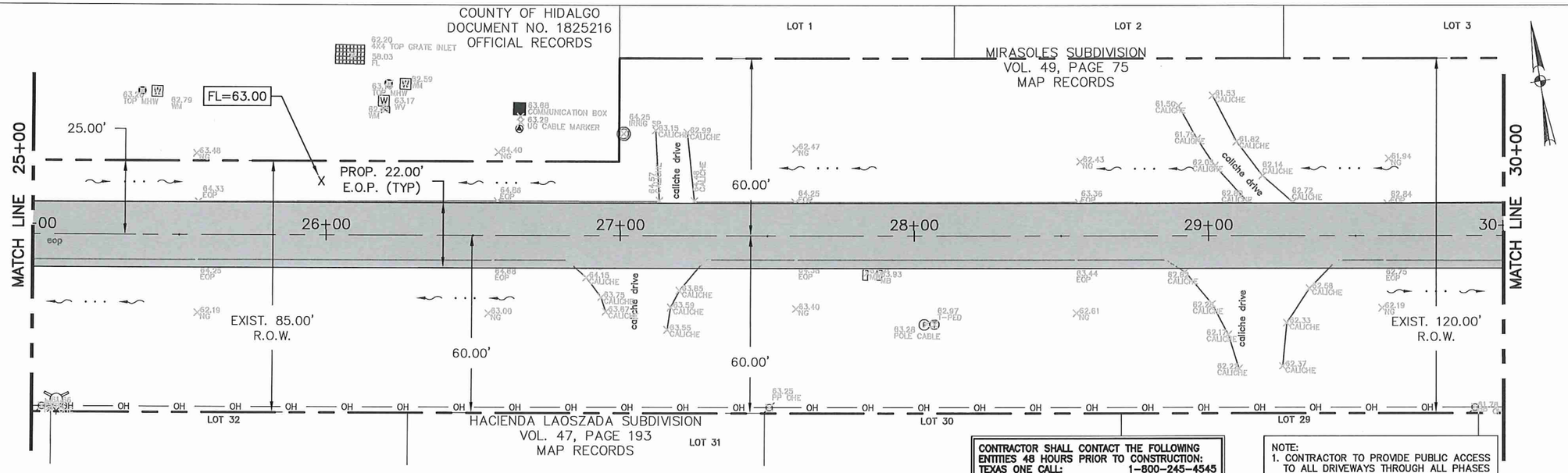

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CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-968-8722

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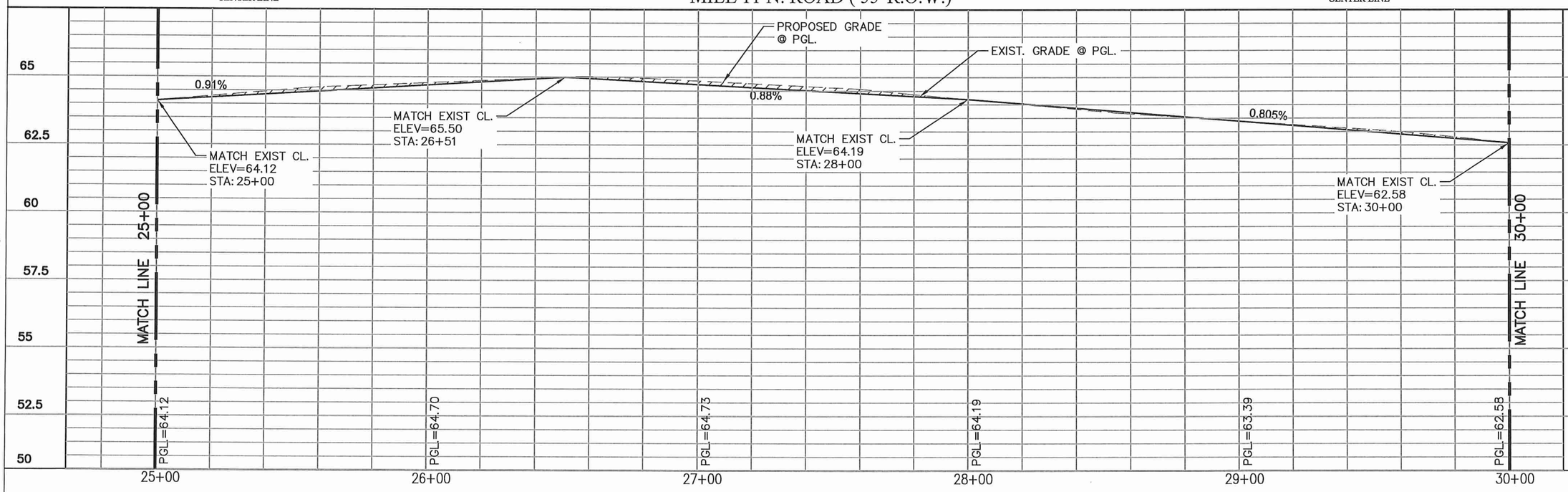
CENTER LINE

MILE 11 N. ROAD (55' R.O.W.)

CENTER LINE



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HIDALGO COUNTY PRECINCT 1
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 25+00 TO 30+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

Civil Engineering
Environmental Engineering
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Project Management
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Texas Registered Engineering Firm F-11722
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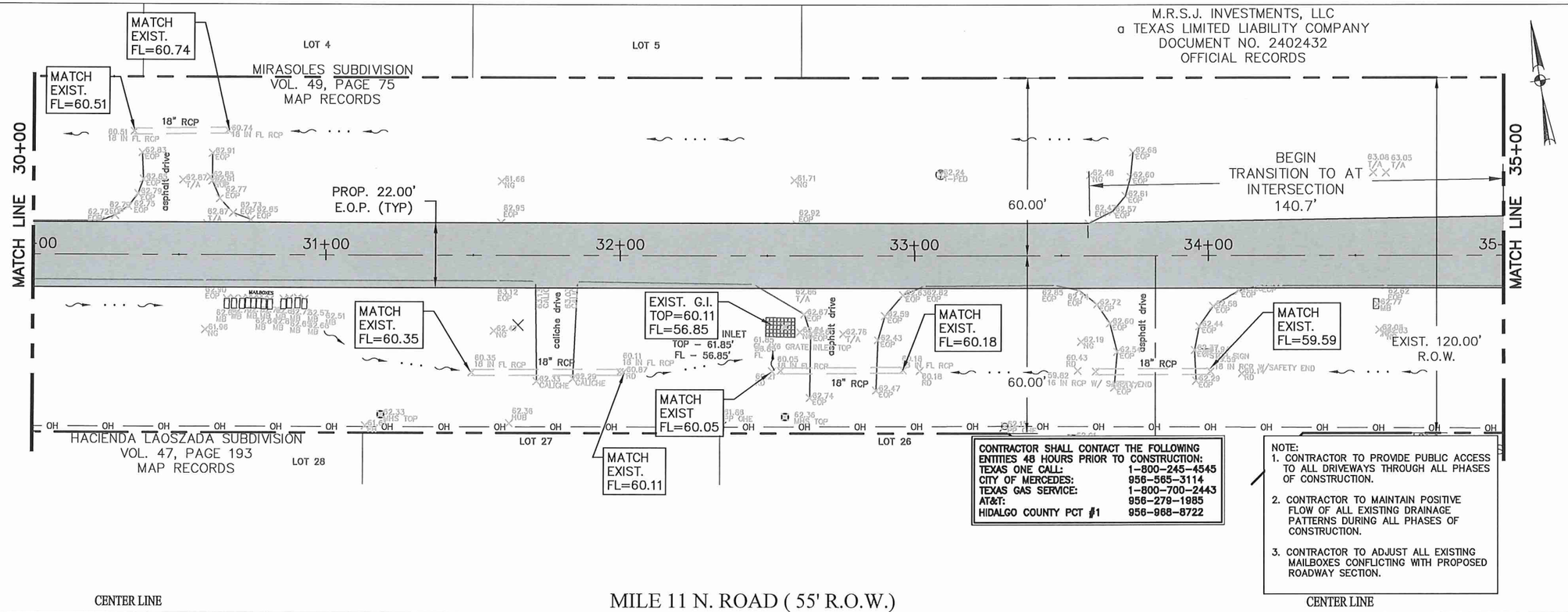
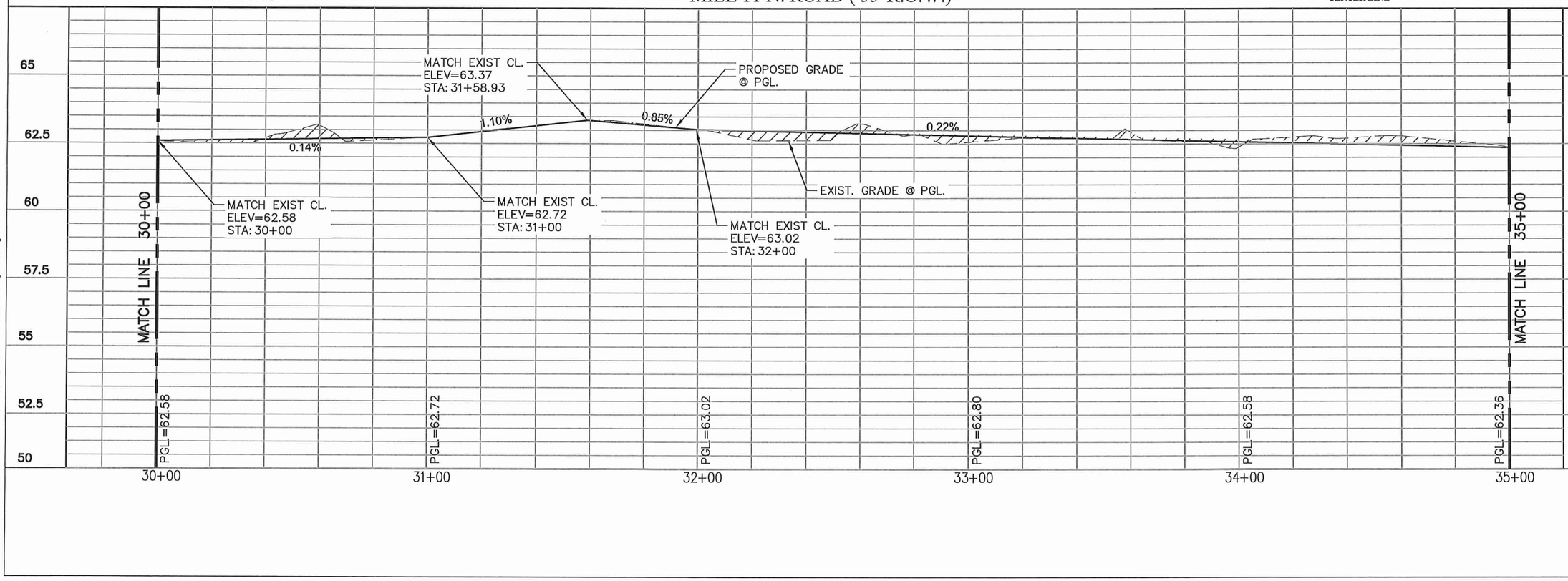


MILE 11 N. ROAD (55' R.O.W.)



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HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 30+00 TO 35+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

Civil Engineering
Environmental Engineering
Planning
Project Management

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5383

Texas Registered Engineering Firm F-11722

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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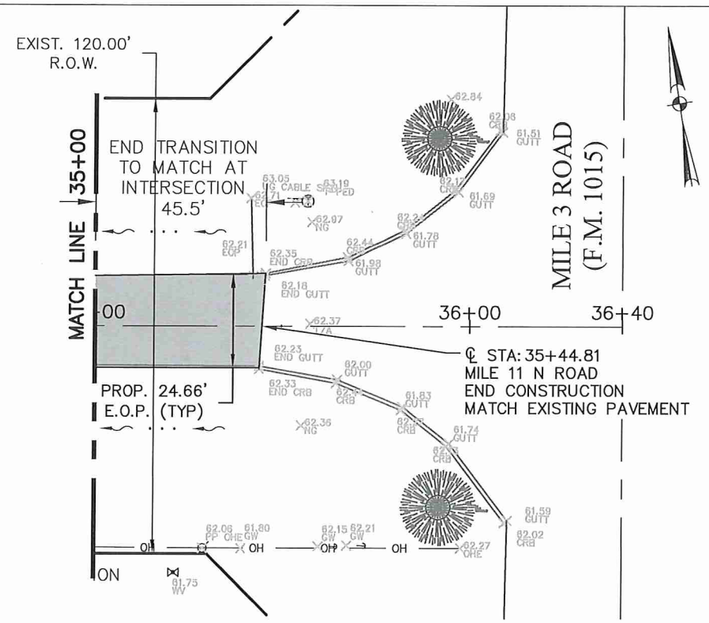

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AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-968-8722

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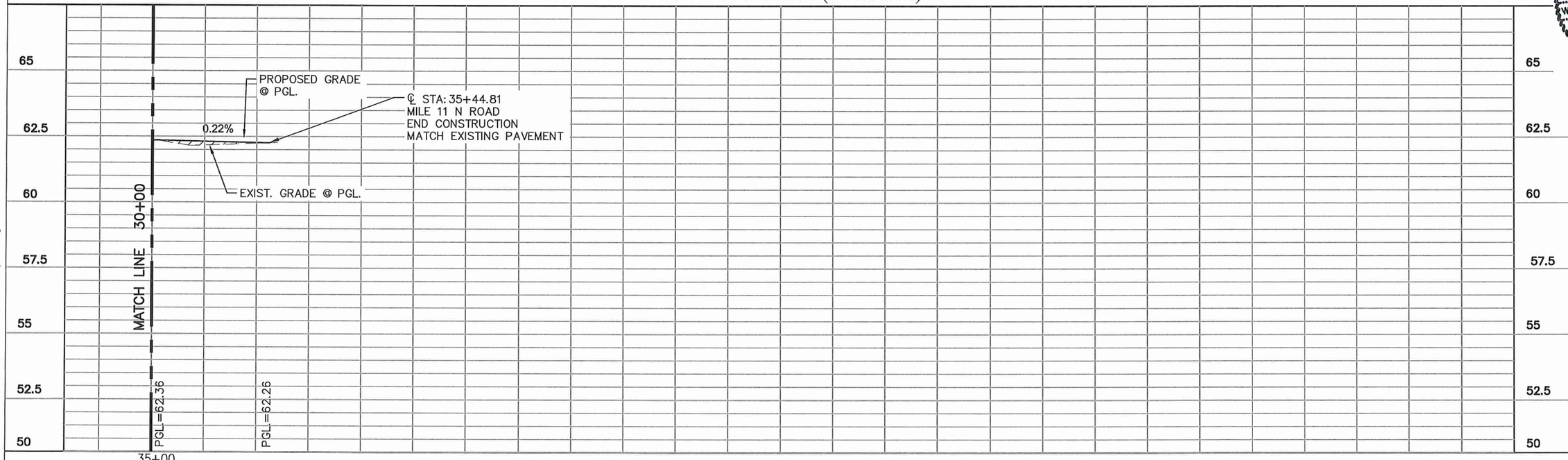
CENTER LINE



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HIDALGO COUNTY PRECINCT I
MILE 11 N. ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 30+00 TO 35+00

STATE OF TEXAS
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11/9/16

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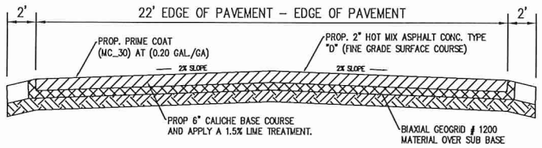

TYPICAL ROADWAY CROSS SECTION (7/*)

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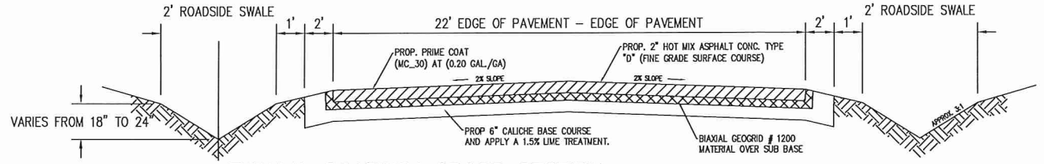

TYPICAL ROADWAY CROSS SECTION (1/*)

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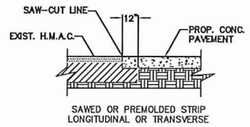

SAWCUT DETAIL (PROP. CONC.) (2/*)

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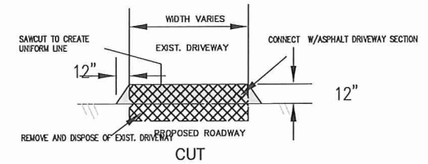
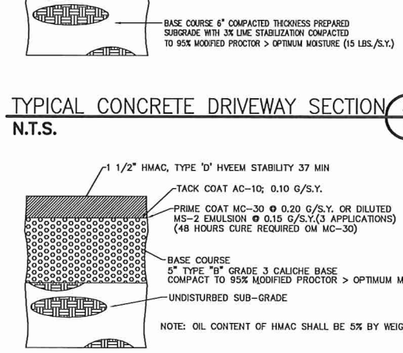


DRIVEWAY CONNECTION DETAIL (5/*)

N.T.S.

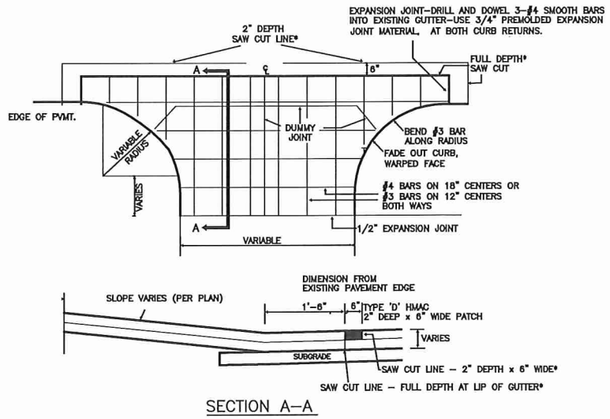


TYPICAL CONCRETE DRIVEWAY SECTION (3/*)

N.T.S.

TYPICAL ASPHALT DRIVEWAY SECTION (4/*)

N.T.S.



DRIVEWAY APPROACH DETAIL (6/*)

N.T.S.

NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN THE SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT I

MILE 11 N. ROAD

FEMA RD & DRAINAGE IMPROVEMENTS

DETAILS SHEET

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

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Job No.	P–203–02
Sheet	12 of 12

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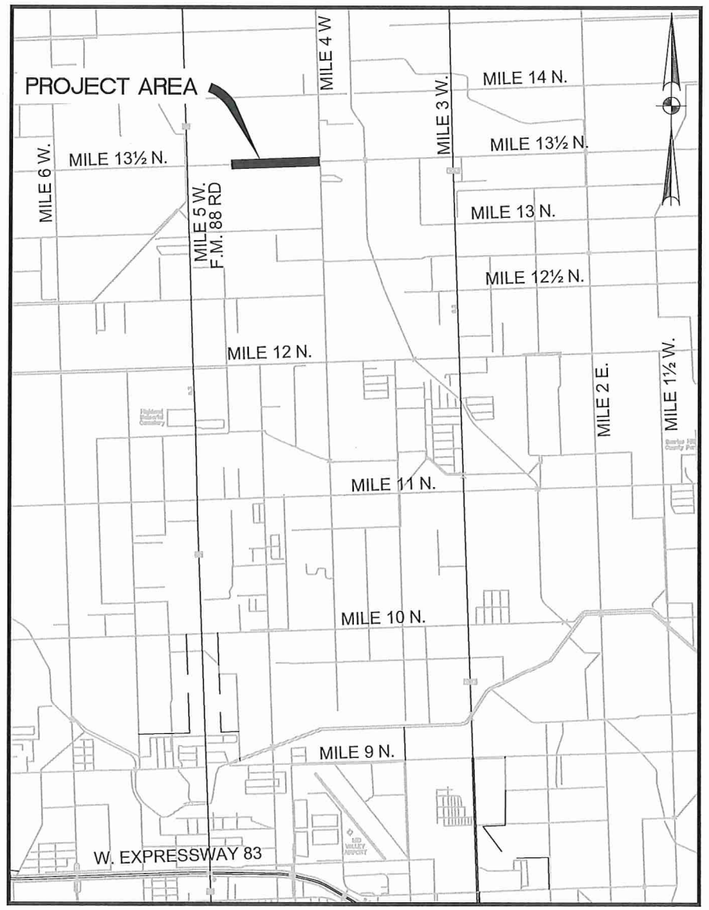
HIDALGO COUNTY PRECINCT NO. 1
FEMA ROAD AND DRAINAGE IMPROVEMENTS WORK AUTHORIZATION No. 1
MILE 13 1/2 NORTH (BETWEEN MILE 4 WEST AND FM 88)

WESLACO, TEXAS



SCALE 1"=6000'

NOVEMBER 2016

INDEX OF SHEETS

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1	COVER SHEET
2	GENERAL CONSTRUCTION NOTES
3-4	SURVEY CONTROL PLAN
5-10	PLAN AND PROFILE SHEETS
11	DETAILS SHEET

Hidalgo County Precinct 1

HIDALGO COUNTY OFFICIALS

RAMON GARCIA	COUNTY JUDGE
A.C. CUELLAR, JR.	COMMISSIONER PCT. No. 1
EDDIE CANTU	COMMISSIONER PCT. No. 2
JOE M. FLORES	COMMISSIONER PCT. No. 3
JOSEPH PALACIOS	COMMISSIONER PCT. No. 4

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

WESLEY RICHARD LeFEVRE, P.E.

11/9/16
DATE

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

612 Nolana, Suite 520
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Fax. 956.687-5363

Drawn	LH	Date	NOVEMBER, 2016
Checked	HM	Job No.	P-203-01
Approved	WRL	Sheet	1 of 11

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GENERAL

1. CONTRACTOR SHALL CONTACT LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC (LEMC) AT 956-687-5362, 72 HOURS PRIOR TO START OF ANY CONSTRUCTION WITHIN PROJECT SITE.
2. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES WITHIN THE CONSTRUCTION AREA 72 HOURS PRIOR TO EXCAVATION NEAR THEIR UTILITIES.
3. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES (NO SEPARATE PAY). ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF LeFEVRE ENGINEERING MANAGEMENT CONSULTING, LLC. IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THIS CONSTRUCTION OPERATION WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS NOT SUPPLIED BY OWNER AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK. OWNER'S ENGINEER TO APPLY FOR AND PROVIDE TxDOT PERMIT TO WORK IN R.O.W. AND ANY RELATED CROSSING PERMITS.
5. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR WILL BE OBTAINED AT HIS EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES. NATURAL GROUND ADJACENT TO UTILITY TRENCH EXCAVATION TO BE CLEARED AND GRUBBED PRIOR TO PLACEMENT OF EXCESS TRENCH MATERIAL (NO ADDITIONAL PAYMENT – INCLUDE IN COST OF UNDERGROUND UTILITIES CONSTRUCTION.)
7. FILL TO BE PLACED IN MAXIMUM 6-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY PER ASTM D-698, UNLESS OTHERWISE NOTED.
8. CONTRACTOR IS RESPONSIBLE FOR CLEANING MUD AND/OR DIRT TRACKED ONTO EXISTING STREETS BY HIS WORKMEN'S, SUPPLIER'S, OR SUBCONTRACTOR'S VEHICLES. STREETS MUST BE CLEANED WITHIN 2 HOURS OF WHEN THE TRACKING OCCURS. NO SEPARATE PAY.
9. RETESTING OF ANY TESTING FAILURES WILL BE THE CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY
10. WHERE CONTRACTOR'S WORK AND/ OR EQUIPMENT CAUSES AN OBSTRUCTION TO TRAFFIC, CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART VI OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS M.U.D.C.D., MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION. A WRITTEN TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PRIOR TO CONSTRUCTION FOR REVIEW BY THE ENGINEER & OTHER APPROPRIATE PERSONS.
11. LOCATION OF EXISTING UNDERGROUND UTILITIES AND SERVICE LINES (WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, ETC.) ARE DETERMINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR TO LOCATE LINES AND/ OR OBSTRUCTIONS AHEAD OF EXCAVATION.
12. ANY SOIL BORINGS THE CONTRACTOR REQUIRES ARE TO BE DONE BY THE CONTRACTOR AT HIS EXPENSE.
13. OVERHEAD LINES MAY EXIST ON THE ALIGNMENTS. CLEARLY VISIBLE LINES ARE NOT MARKED, AND CONTRACTOR TO NOTE THEIR LOCATION PRIOR TO CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH
14. PERSONS OR OBJECTS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.
15. CONTRACTOR TO MAKE ARRANGEMENTS WITH THE APPROPRIATE UTILITY COMPANY FOR SECURING POLES, IF NECESSARY, WHILE CONSTRUCTION PASSES BY POLES. COSTS OF SECURING POLES WILL BE PAID FOR BY THE CONTRACTOR, NO SEPARATE PAY.
16. CONSTRUCTION STAKING (ALIGNMENT AND GRADE) TO BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY.
17. SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE AS DIRECTED BY THE ENGINEER. IF THE ENGINEER NOTIFIES THE CONTRACTOR THAT THE OWNER DOES NOT HAVE USE FOR THIS MATERIAL, THE SURPLUS MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR, AND IT IS HIS RESPONSIBILITY TO DISPOSE OF THE MATERIAL.
18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE LOCAL REQUIREMENTS.
19. CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND FACILITIES DURING INSTALLATION OF PROPOSED WORK.
20. PAVED SURFACES SHALL BE PROTECTED FROM DAMAGE FROM TRACKED EQUIPMENT. ANY REPAIRS TO DAMAGED PAVED SURFACES WILL BE PAID BY THE CONTRACTOR. NO SEPERATE PAY.
21. IRON RODS DISTURBED DURING CONSTRUCTION TO BE REPLACED BY REGISTERED PUBLIC LAND SURVEYOR TO ORIGINAL PROPERTY CORNER AT NO SEPARATE PAY.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AN UPDATED REDLINED "AS-BUILT" SET OF PLANS ON SITE FOR INSPECTION BY THE ENGINEER, THE ENGINEER'S REPRESENTATIVE, AND THE OWNER'S REPRESENTATIVE.
23. WORK PERFORMED UNDER THIS CONTRACT IS GOVERNED BY REQUIREMENTS OF SEVERAL PUBLIC, GOVERNMENTAL, AND PRIVATE ENTITIES. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GOVERNING ENTITIES.

GENERAL CONT.

24. SURVEY PERFORMED BY RIO DELTA SURVEYOR
ELEVATIONS BASED UPON STATIC GPS OBSERVATIONS; NAVD 88
HORIZ: STATE PLANE COORDINATES (NAD83) ZONE SOUTH TEXAS

TRAFFIC CONTROL NOTES:

MAINTENANCE OF WORK ZONE TRAFFIC CONTROL SERVICE:

1. THOSE PORTIONS OF THE PROJECT WHICH REQUIRE CONSTRUCTION UNDER TRAFFIC WILL BE MAINTAINED IN A CONDITION ACCEPTABLE TO THE ENGINEER. THIS WORK WILL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
2. AT ANYTIME DURING THE PROSECUTION OF THIS PROJECT IF OTHER SIGNS, BARRICADES, ETC. ARE DEEMED NECESSARY TO CONTROL AND PROVIDE SAFETY FOR THE TRAVELING PUBLIC. THE CONTRACTOR SHALL PROVIDE THESE ADDITIONAL TRAFFIC CONTROL DEVICES. PAYMENT FOR THIS WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO BID.
3. THE CONTRACTOR SHALL TAKE CARE TO ASSURE THAT ALL TRAFFIC CONTROL DEVICES AND WORK ZONE PAVEMENT MARKINGS BE KEPT IN A HIGHLY VISIBLE CONDITION (CLEAN, UPRIGHT, AND PROPER LOCATION) THE CONTRACTOR SHALL HAVE ADEQUATE REPLACEMENT TRAFFIC CONTROL DEVICES AVAILABLE, AT ALL TIMES, TO REPLACE THOSE DAMAGED.

SIGNING:

4. THE CONTRACTOR SHALL COVER OR TEMPORARILY REMOVE EXISTING SIGNS THAT CONFLICT WITH THE SUGGESTED TRAFFIC CONTROL PLAN OR THE INTENT THEREOF.
5. EXISTING SIGNS THAT DON NOT CONFLICT WITH THE SUGGESTED TRAFFIC CONTROL PLAN OR THE INTENT THEREOF, BUT REQUIRE RELOCATION DUE TO PHYSICAL CONFLICTS SHALL NOT BE RELOCATED UNTIL TEMPORARY SIGN SUPPORTS HAVE BEEN INSTALLED TO ALLOW FOR THE IMMEDIATE RELOCATION OF ANY SUCH SIGNS.
6. THESE SIGNING MEASURES SHALL NOT BE PAID, OR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO BID.

PUBLIC ACCESS AND PEDESTRIAN SAFETY:

7. ANY PORTIONS OF THIS PROJECT THAT COINCIDE WITH EXISTING PUBLIC ROADS AND/OR PRIVATE DRIVES SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER.
8. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN TWO-WAY TRAFFIC ON ALL PUBLIC ROADWAYS AT AL TIMES UNLESS OTHERWISE NOTED ON THE PLANS.
9. FOR PEDESTRIAN SAFETY, THE CONTRACTOR SHALL INSTALL ORANGE PLASTIC CONSTRUCTION FENCING (3 FT TALL MINIMUM) AROUND ALL OPEN EXCAVATIONS. THE PLACEMENT OF THIS FENCING SHALL NOT OBSTRUCT SIGHT LINES OF THE TRAVELING PUBLIC.
10. THESE MEASURES FOR PUBLIC ACCESS AND PEDESTRIAN SAFETY WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO BID.
11. INSTALLATION AND MAINTENANCE OF ALL WORK ZONE SIGNS, BARRICADES, AND PAVEMENT MARKINGS IS THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL CONFORM TO BARRICADE AND CONSTRUCTION (BC) STANDARDS AND/OR THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
12. CONSTRUCTION IN ANY AREA THAT IS ADVERSELY AFFECTING TRAFFIC FLOW AND SAFETY MUST BE PURSUED DILIGENTLY BY THE CONTRACTOR. IF IN THE OPINION OF THE ENGINEER, THE CONTRACTOR IS NOT DILIGENTLY PURSUING THE CONSTRUCTION IN THOSE AREAS. THE ENGINEER MAY REQUIRE THE CONTRACTOR TO CHANGE HIS WORK SCHEDULE TO EXPEDITE COMPLETION IN THOSE AREAS OF CONCERN.
13. THE CONTRACTOR MAY REQUEST TO ALTER THE TRAFFIC CONTROL PLAN, BUT ANY REQUESTS MAY BE SUBMITTED TO THE ENGINEER IN WRITING. IF THE REQUEST FOR A CHANGE IN THE TRAFFIC CONTROL IS EXTENSIVE, THE ENGINEER MAY REQUIRE THE CONTRACTOR TO PROVIDE PLAN SHEET REVISIONS OUTLINING HIS CHANGE: THESE PLAN SHEET REVISIONS WILL BE PROVIDED BY THE CONTRACTOR AT HIS OWN EXPENSE. ANY CHANGES TO THE TRAFFIC CONTROL PLAN WILL BE SUBJECT TO THE ENGINEER'S WRITTEN APPROVAL.
14. FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.
15. STEADY BURN (TY D) WARNING LIGHTS SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.
16. ADDITIONAL SIGNS, BARRICADES, AND/OR OTHER CHANNELIZING DEVICES MAY BE REQUIRED AND/OR ADJUSTED AS DIRECTED BY THE ENGINEER.
17. WHEN CONSTRUCTION OPERATIONS RESULT IN DROP OF MORE THAN 2 INCHES NEXT TO TRAVEL WAY A 3:1 SLOPE AND 4.0 FEET BUFFER ZONE WILL BE REQUIRED DURING NON WORKING HOURS.
18. FOR POSTED SPEEDS EXCEEDING 30 MPH, ADVISORY SPEED SIGNS WITH APPROPRIATE WARNING SIGNS, SHALL BE POSTED IN THE VICINITY SPECIFIC WORK ZONES WITH THE PROJECT LIMITS, UNLESS OTHER SIDE DIRECTED BY THE ENGINEER.
19. LENGTH AND SPACING OF CHANNELIZING DEVICES SHALL BE AS SHOWN ON THE BC STANDARDS AND THE "T.M.U.T.C.D." OTHER SIGNS MAY BE USED IN ADDITION TO THOSE REQUIRED BY BARRICADE STANDARDS.
20. ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS, OR AS DIRECTED BY THE ENGINEER. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED AS DIRECTED BY THE ENGINEER.
21. REFER TO STANDARD TRAFFIC CONTROL SHEETS FOR OTHER PERTINENT INFORMATION NOT SHOWN.
22. WORK BEYOND THE PROJECT LIMITS WILL BE PERMITTED PROVIDED DRUMS ARE INSTALLED AS PER TRAFFIC CONTROL BARRIER DEVICES AND THE WORK DOES NOT CREATE A DROP OFF OF MORE THAN TWO (2) INCHES.
23. CONTRACTOR TO USE A POWER BROOM FOR CLEANING ROADWAY AND TO MAINTAIN CLEAN AT ALL TIMES. THIS IS NOT A PAID ITEM.
24. ROADWAY BARRELS TO BE USED WHEN WORKING OUTSIDE OF THE ROADWAY AS TO DELINEATE THE WORK AREA.
25. CROSSWALKS, STOP BARS AND OTHER AFFECTED TRAFFIC MARKINGS SHALL BE REPLACED BY THE CONTRACTOR AS NEEDED AT THE CONTRACTOR'S EXPENSE.
26. A STORM WATER POLLUTION PREVENTION PLAN (SW3P_ IS NOT REQUIRED, DUE TO CONTRACTOR NEVER DISTURBING AREAS GREATER THAN AN 1-ACRE. THE CONTRACTOR WILL BE REQUIRED TO FOLLOW STORM WATER POLLUTION CONTROL AS PER SPECIFICATION 1570 AND PLANS.

TRAFFIC CONTROL NOTES (CONT'D):

27. ACCESS TO MAIL BOXES SHALL BE PROVIDED AT ALL TIMES. ANY MAIL BOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND SHALL BE AS PER TXDOT STANDARDS.

PAVING CONSTRUCTION NOTES:

1. HOT MIX ASPHALT CONCRETE TO BE IN ACCORDANCE WITH TXDoT SPECIFICATION TYPE "D" ITEM 340.
2. SUBGRADE EXCAVATION, MIXING OF LIME, AND RECOMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "LIME TREATED SUBGRADE."
3. CONTRACTOR TO FILL BEHIND CURBS AND WALKS AND SHAPE TO INSURE PROPER DRAINAGE.
4. CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.
5. NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.
6. HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPORPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225°F.
7. WHEN TYING INTO EXISTING CURB, EXPOSE REBAR AND FORM EXPANSION JOINT PER DETAIL SHEET.
8. ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACK FILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION.
9. EXISTING MANHOLES LOCATED ON ROADWAYS SHALL BE ADJUSTED TO THE PROPOSED GRADE. NO SEPARATE PAY.
10. DEMOLITION, REMOVAL, & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, REBAR, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
11. ALL MANHOLES AND/OR OTHER STRUCTURES TO BE ADJUSTED BY THE CONTRACTOR TO MEET FIANL GRADES, A MAXIMUM OF 18 INCHES OF THROAT RINGS WILL BE ALLOWED. (NO SEPARTE PAY)
12. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO ASSURE NO AREAS OF PONDING ARE PRESENT.

LEGEND

- LIGHT POLE
- POWER POLE
- GUY WIRE
- TEL. PEDESTAL
- TRAFFIC SIGN
- RCP
- WATER VALVE MARKER
- WATER VALVE
- IRR. VALVE

NO.	DATE	REVISION	APPROV.
1			
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HIDALGO COUNTY PRECINCT 1
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

GENERAL CONSTRUCTION NOTES

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/3/16

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Environmental Engineering
Planning
Project Management
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Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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Date	NOVEMBER, 2016
Job No.	P-203-01
Sheet	2 of 11

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℄ STA:10+00
MILE 13½ ROAD
N=16616496.4418
E=11532271.4410

FARM TRACT 366
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

FARM TRACT 369
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

CENTERLINE

FARM TRACT 369
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

10+00 11+00 12+00 13+00 14+00 15+00 16+

(N 88°45'30.34" E 2,629 L.F.)

FARM TRACT 365
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

FARM TRACT 370
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

EXIST 30' R.O.W.

MILE 13½ ROAD

FARM TRACT 370
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

16.82' E/E

MATCH LINE STA: 16+00

MATCH LINE STA: 16+00

FARM TRACT 369
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

CENTERLINE

00 17+00 18+00 19+00 20+00 21+00 22+00

(N 88°45'30.34" E 2,629 L.F.)

EXIST 30' R.O.W.

FARM TRACT 370
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

MILE 13½ ROAD

16.18' E/E

MATCH LINE STA: 22+50

MATCH LINE STA: 22+50

FARM TRACT 369
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

FARM TRACT 374
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

CENTERLINE

FARM TRACT 374
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

23+00 24+00 25+00 26+00 27+00 28+00

(N 88°45'30.34" E 2,629 L.F.)

FARM TRACT 370
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

FARM TRACT 373
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

EXIST 30' R.O.W.

MILE 13½ ROAD

19.72' E/E

FARM TRACT 373
WEST TRACT SUBDIVISION
VOL. 2, PAGE 34
MAP RECORDS

TBM #1
IRRIGATION VALVE
ELEV=67.30
N=16616499.0999
E=1154590.4638

MATCH LINE STA: 28+50

NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT 1
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 1 OF 2

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

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Texas Registered Engineering Firm F-11722

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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Job No.	P–203–01
Sheet	3 of 11

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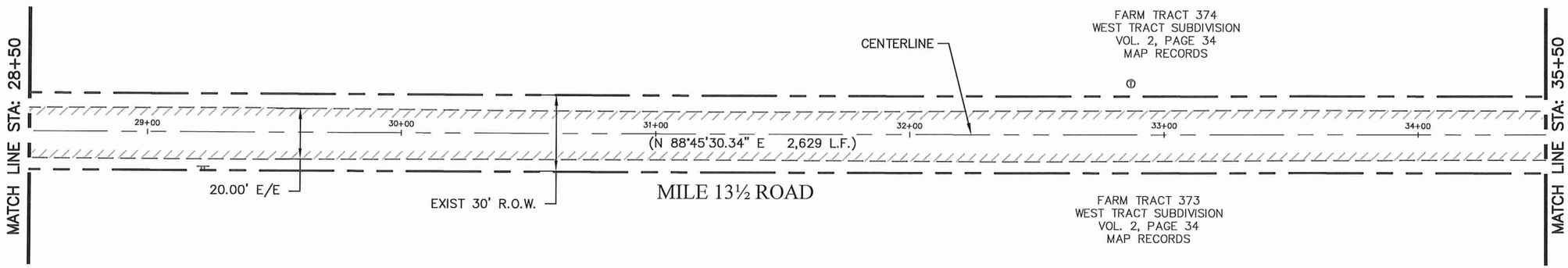

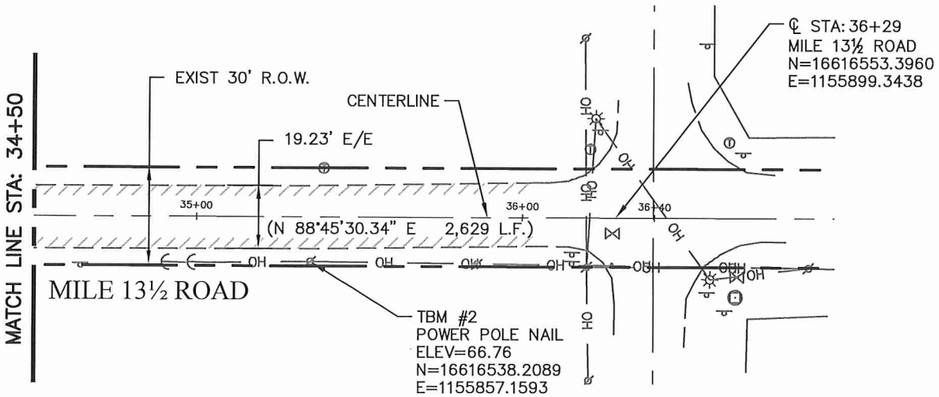

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HIDALGO COUNTY PRECINCT I
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 2 OF 2

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
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LICENSED
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11/3/16

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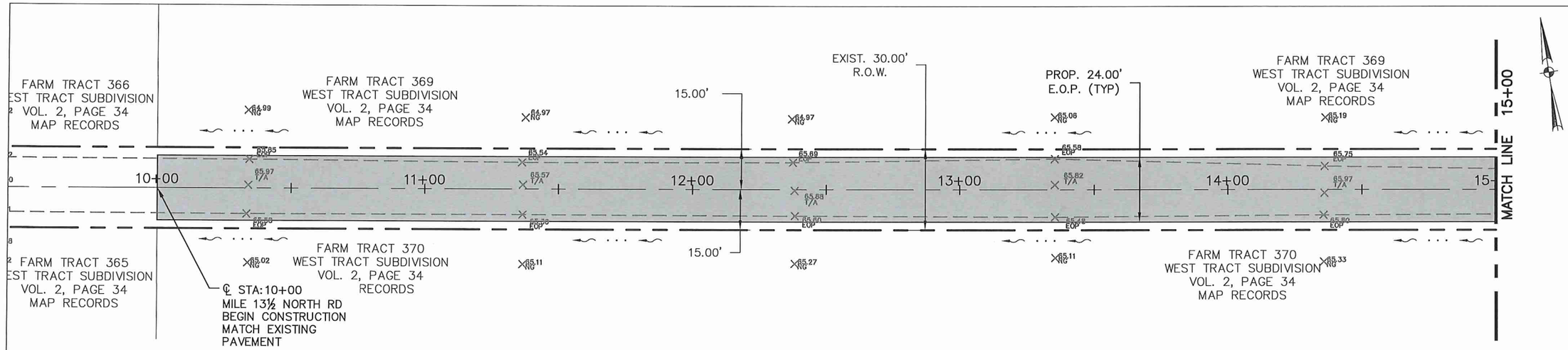


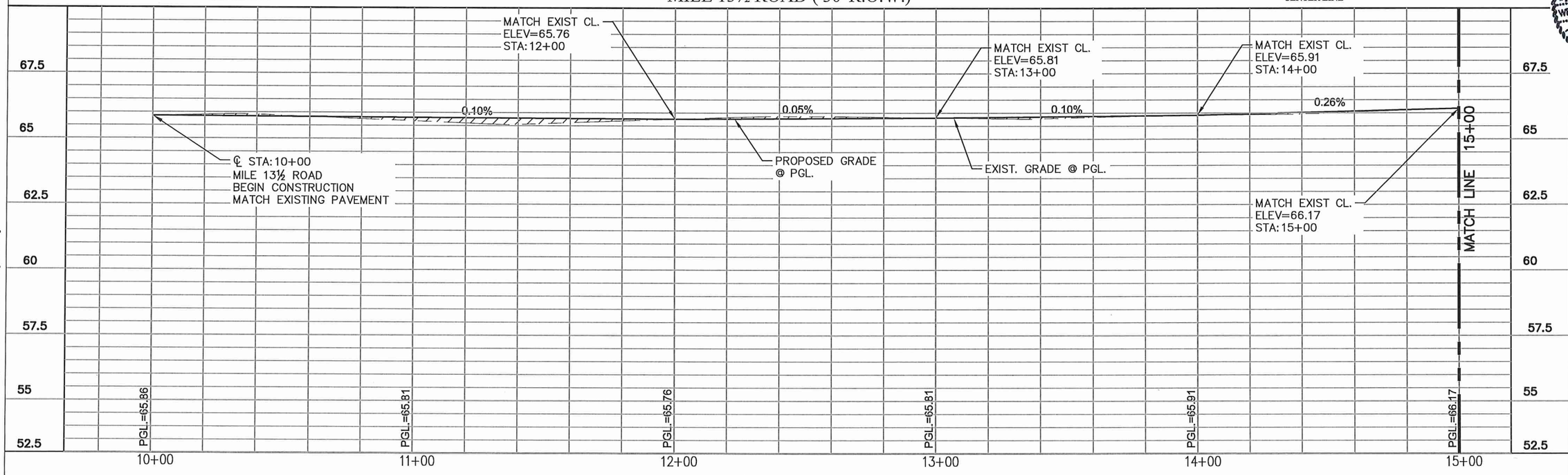
CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:	
TEXAS ONE CALL:	1-800-245-4545
CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-968-8722

NOTE:
1. CONTRACTOR TO PROVIDE PUBLIC ACCESS TO ALL DRIVEWAYS THROUGH ALL PHASES OF CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN POSITIVE FLOW OF ALL EXISTING DRAINAGE PATTERNS DURING ALL PHASES OF CONSTRUCTION.
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES CONFLICTING WITH PROPOSED ROADWAY SECTION.

CENTER LINE

MILE 13½ ROAD (30' R.O.W.)

CENTER LINE



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HIDALGO COUNTY PRECINCT 1
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 10+00 TO 15+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

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Texas Registered Engineering Firm F-11722

LeFEVRE
ENGINEERING &
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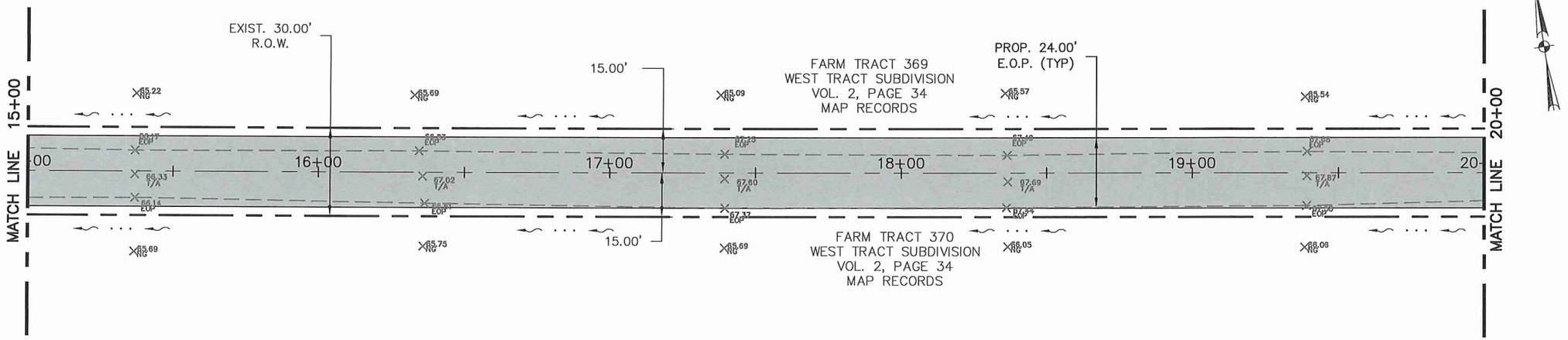

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:	
TEXAS ONE CALL:	1-800-245-4545
CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-988-8722

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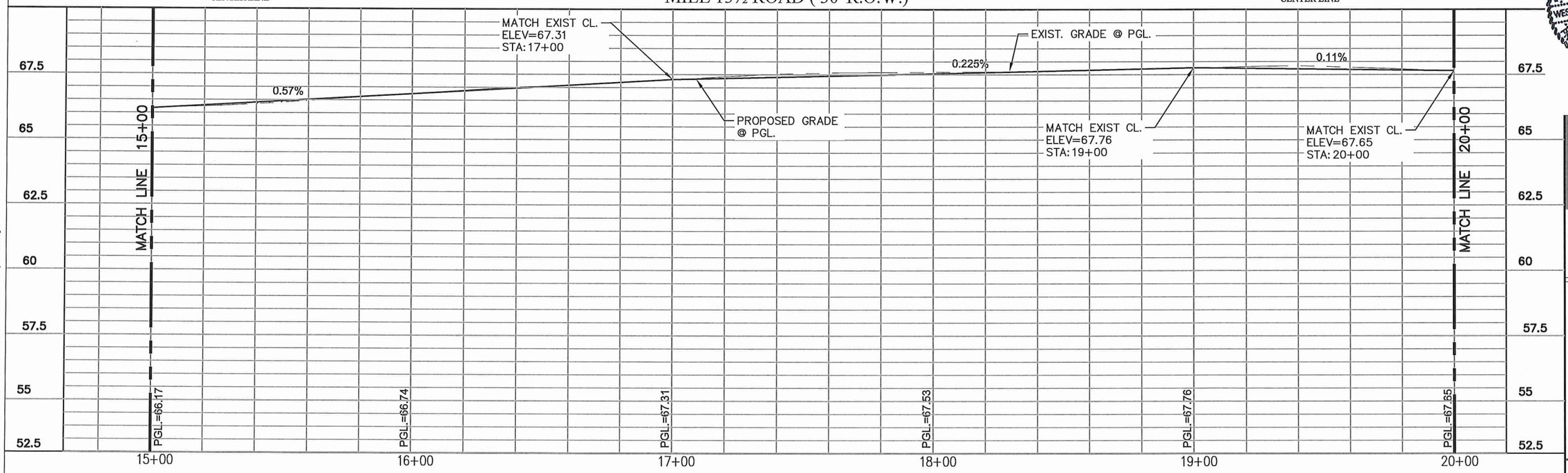
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES CONFLICTING WITH PROPOSED ROADWAY SECTION.

CENTER LINE

MILE 13½ ROAD (30' R.O.W.)

CENTER LINE



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HIDALGO COUNTY PRECINCT I
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 15+00 TO 20+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

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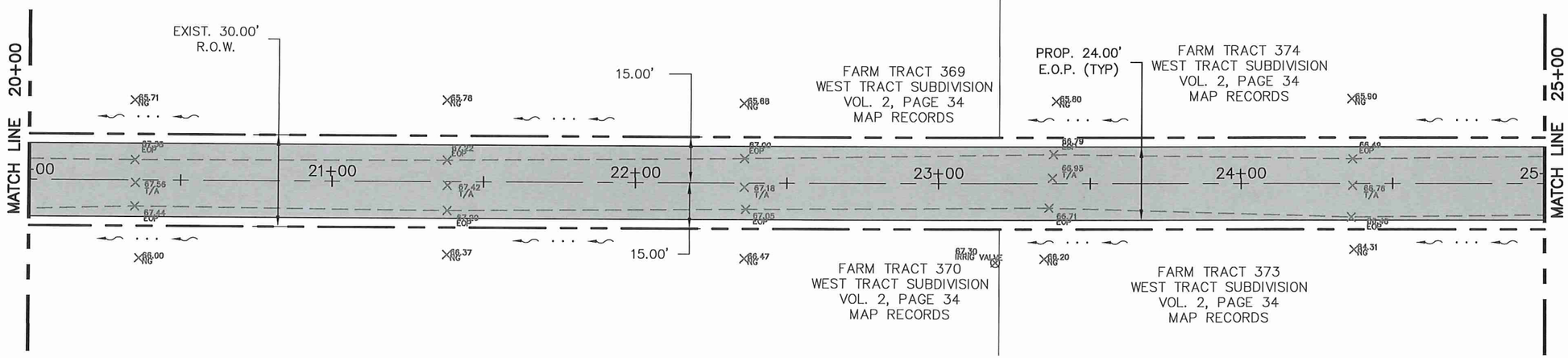

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

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HIDALGO COUNTY PCT #1	956-968-8722

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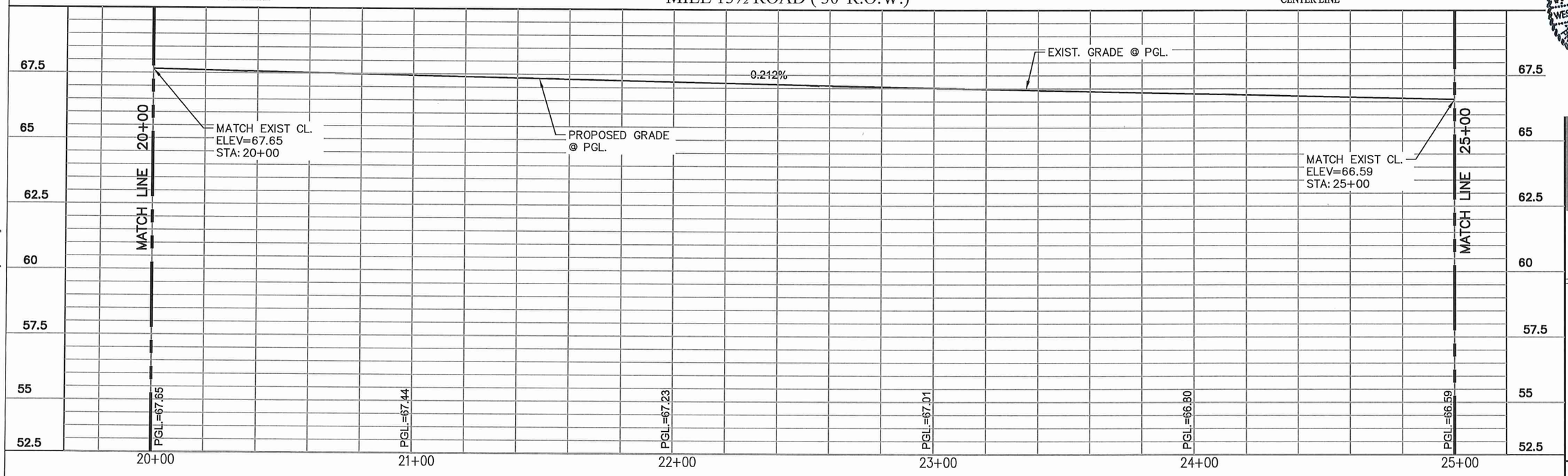
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES CONFLICTING WITH PROPOSED ROADWAY SECTION.

CENTER LINE

MILE 13½ ROAD (30' R.O.W.)

CENTER LINE



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HIDALGO COUNTY PRECINCT 1
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 20+00 TO 25+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

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Texas Registered Engineering Firm F-11722

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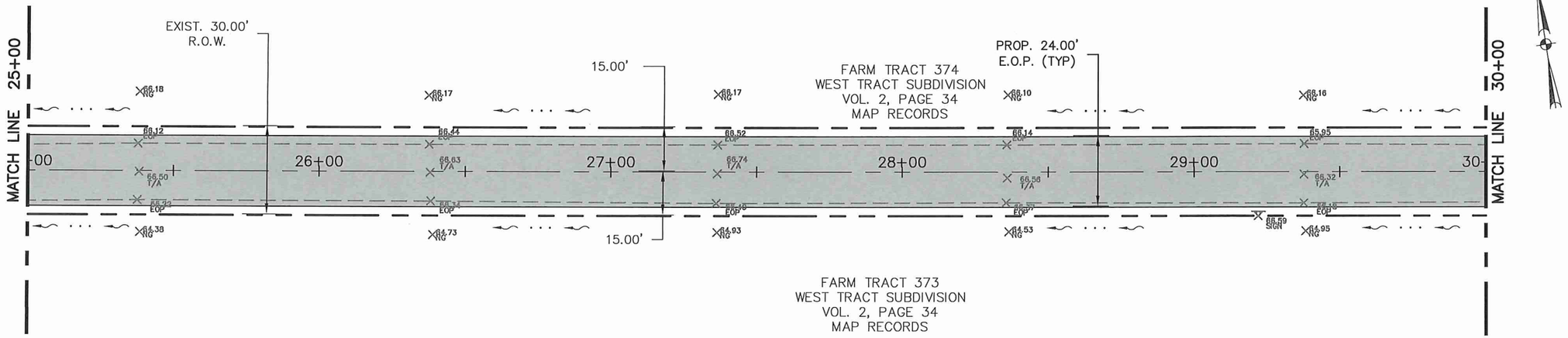


CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

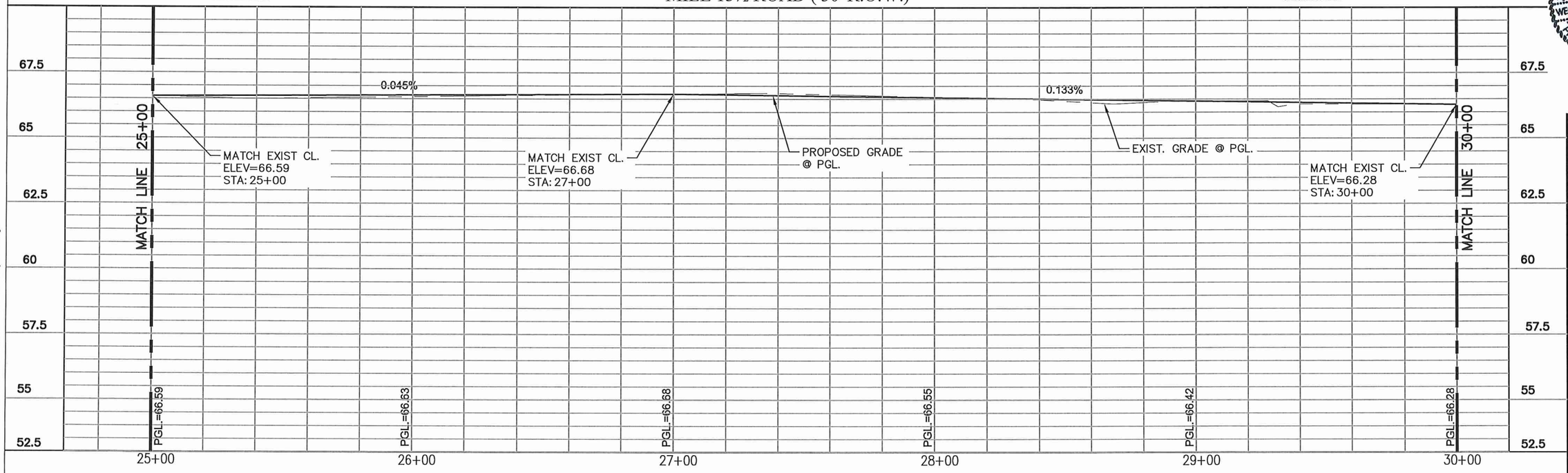
TEXAS ONE CALL:	1-800-245-4545
CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-968-8722

NOTE:
1. CONTRACTOR TO PROVIDE PUBLIC ACCESS TO ALL DRIVEWAYS THROUGH ALL PHASES OF CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN POSITIVE FLOW OF ALL EXISTING DRAINAGE PATTERNS DURING ALL PHASES OF CONSTRUCTION.
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES CONFLICTING WITH PROPOSED ROADWAY SECTION.

CENTER LINE

MILE 13½ ROAD (30' R.O.W.)

CENTER LINE



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HIDALGO COUNTY PRECINCT I
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 25+00 TO 30+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/9/16

Civil Engineering
Environmental Engineering
Planning
Project Management
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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Date	NOVEMBER, 2016
Job No.	P-203-01
Sheet	8 of 11

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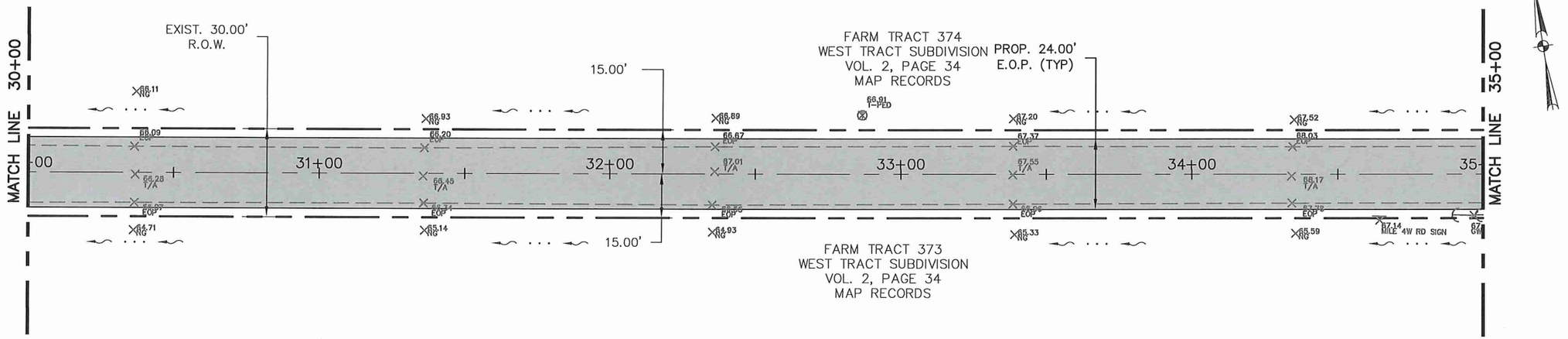

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:	
TEXAS ONE CALL:	1-800-245-4545
CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-968-8722

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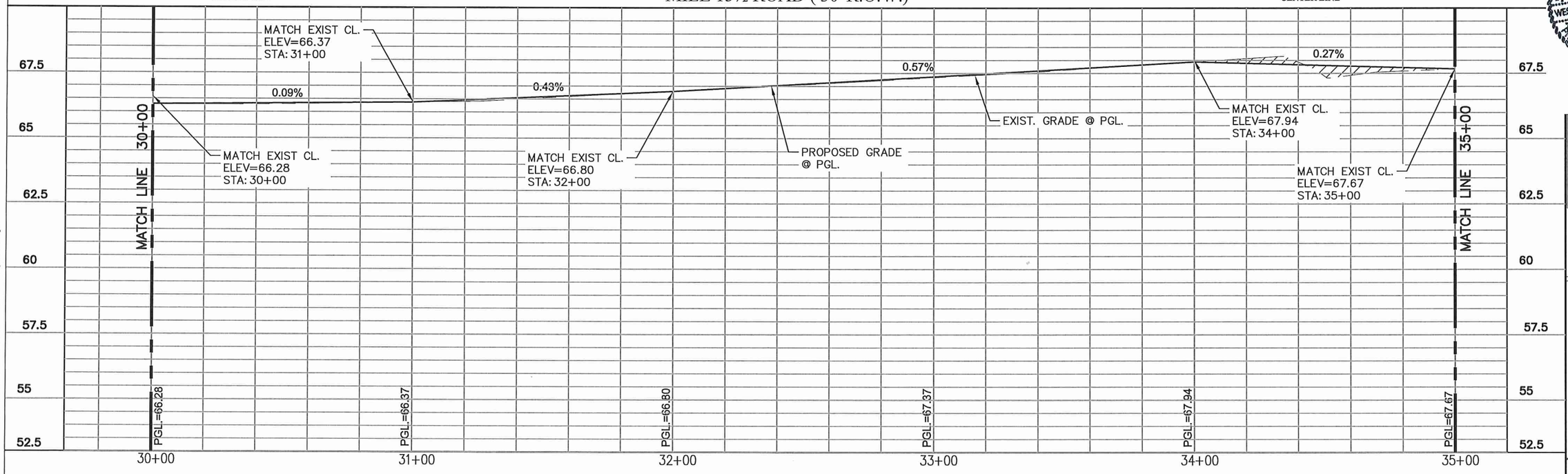
CENTER LINE



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HIDALGO COUNTY PRECINCT 1
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 30+00 TO 35+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

11/9/16

Civil Engineering
Environmental Engineering
Planning
Project Management
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5563
Texas Registered Engineering Firm F-11722

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC.

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Job No.	P-203-01
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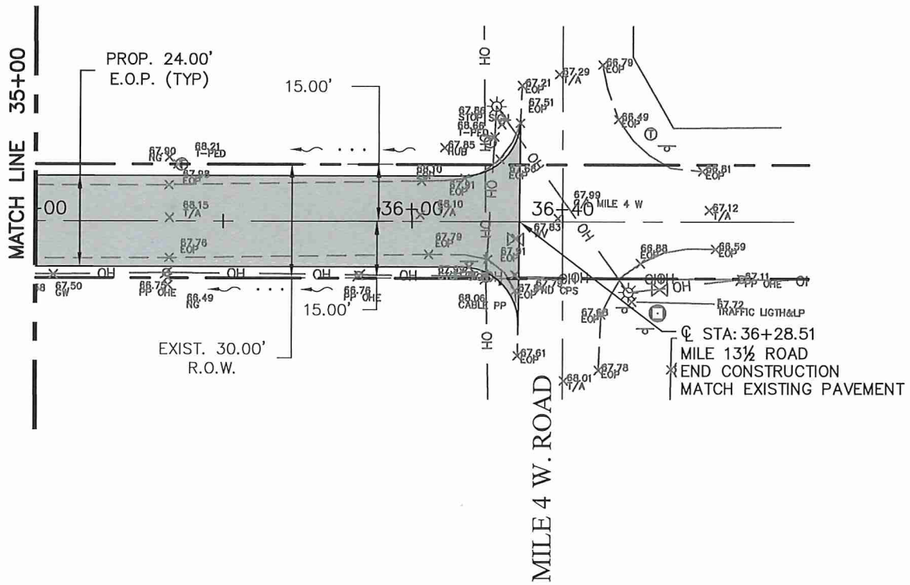

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CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-968-8722

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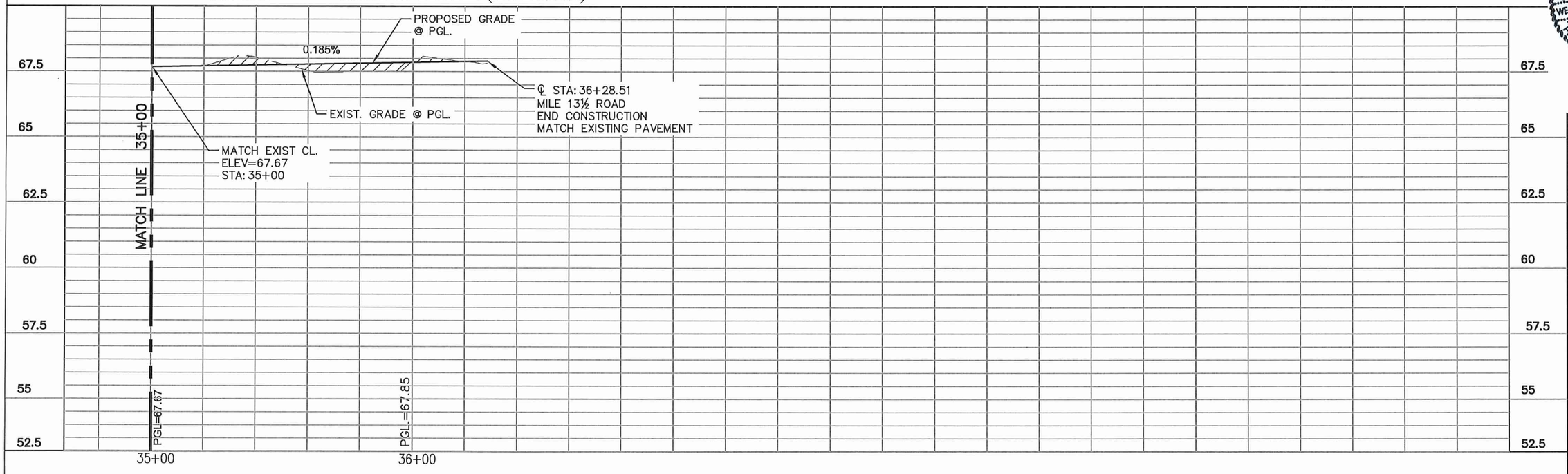
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES CONFLICTING WITH PROPOSED ROADWAY SECTION.

CENTER LINE

CENTER LINE

MILE 13½ ROAD (30' R.O.W.)



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HIDALGO COUNTY PRECINCT I
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 35+00 TO 40+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

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

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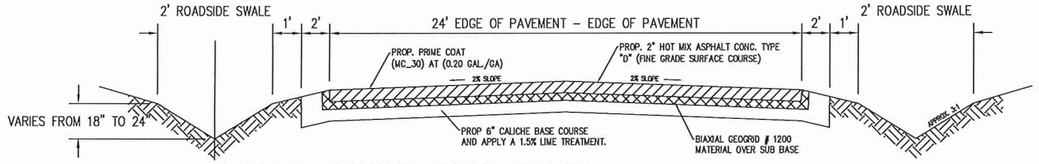

TYPICAL ROADWAY CROSS SECTION (1/*)

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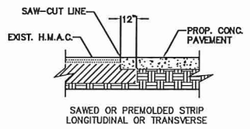

SAWCUT DETAIL (PROP. CONC.) (2/*)

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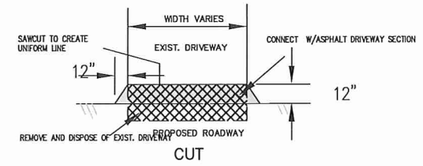

DRIVEWAY CONNECTION DETAIL (5/*)

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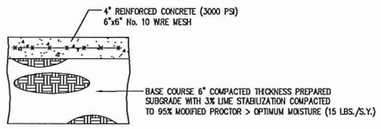

TYPICAL CONCRETE DRIVEWAY SECTION (3/*)

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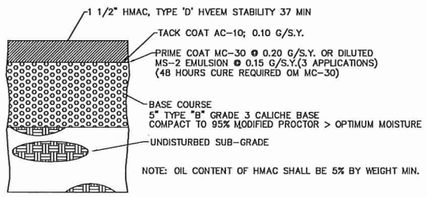

TYPICAL ASPHALT DRIVEWAY SECTION (4/*)

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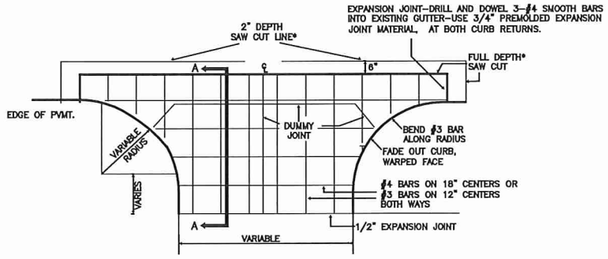

SECTION A–A

DRIVEWAY APPROACH DETAIL (6/*)

N.T.S.

NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN THE SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT I
MILE 13½ ROAD
FEMA RD & DRAINAGE IMPROVEMENTS

DETAILS SHEET

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/3/16

Civil Engineering
Environmental Engineering
Planning
Project Management
612 Nolana, Suite 620
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.3583
Texas Registered Engineering Firm F-1722
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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Scale	Horz. 1:40 Vert. 1:4
Checked	H.M.
Date	NOVEMBER, 2016
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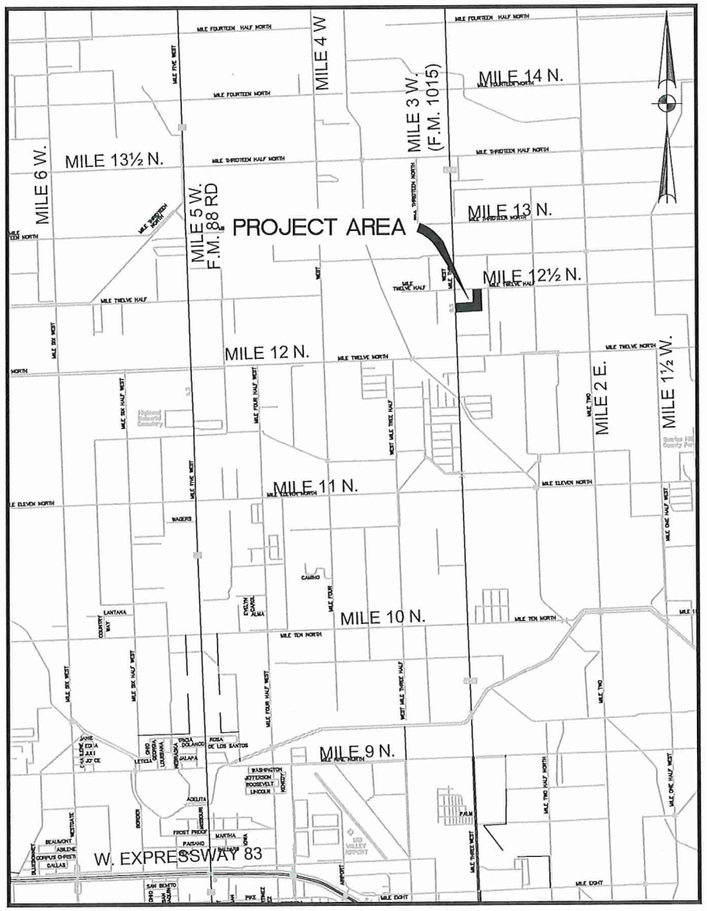
HIDALGO COUNTY PRECINCT NO. 1
FEMA ROAD AND DRAINAGE IMPROVEMENTS WORK AUTHORIZATION No. 3
YVETTE CIRCLE (BETWEEN MILE 3 WEST AND MILE 12 1/2 NORTH)

WESLACO, TEXAS



SCALE 1"=6000'

NOVEMBER, 2016

Hidalgo County Precinct 1

HIDALGO COUNTY OFFICIALS

RAMON GARCIA _____ COUNTY JUDGE
A.C. CUELLAR, JR. _____ COMMISSIONER PCT. No. 1
EDDIE CANTU _____ COMMISSIONER PCT. No. 2
JOE M. FLORES _____ COMMISSIONER PCT. No. 3
JOSEPH PALACIOS _____ COMMISSIONER PCT. No. 4

INDEX OF SHEETS

Sheet No.	Description
1	COVER SHEET
2	GENERAL CONSTRUCTION NOTES
3-4	SURVEY CONTROL PLAN
5-9	PLAN AND PROFILE SHEETS
10	DETAILS SHEET

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

WESLEY RICHARD LeFEVRE, P.E. DATE 11/9/16

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

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687-5363

Drawn	LH	Date	NOVEMBER, 2016
Checked	HM	Job No.	P-203-03
Approved	RLF	Sheet	1 of 10

Z:\3 Projects\Hidalgo\Precinct 1\P203 FEMA Reade Pct 1 Second Contract\DWG\P-203-03 (YVETTE CIRCLE)\SHEETS\1--Cover Sheet.dwg Nov 09,2016 - 8:07AM Project Manager

GENERAL

1. CONTRACTOR SHALL CONTACT LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC (LEMC) AT 956-687-5362, 72 HOURS PRIOR TO START OF ANY CONSTRUCTION WITHIN PROJECT SITE.
2. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES WITHIN THE CONSTRUCTION AREA 72 HOURS PRIOR TO EXCAVATION NEAR THEIR UTILITIES.
3. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES (NO SEPARATE PAY). ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF LeFEVRE ENGINEERING MANAGEMENT CONSULTING, LLC. IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THIS CONSTRUCTION OPERATION WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS NOT SUPPLIED BY OWNER AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK. OWNER'S ENGINEER TO APPLY FOR AND PROVIDE TxDOT PERMIT TO WORK IN R.O.W. AND ANY RELATED CROSSING PERMITS.
5. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR WILL BE OBTAINED AT HIS EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES. NATURAL GROUND ADJACENT TO UTILITY TRENCH EXCAVATION TO BE CLEARED AND GRUBBED PRIOR TO PLACEMENT OF EXCESS TRENCH MATERIAL (NO ADDITIONAL PAYMENT – INCLUDE IN COST OF UNDERGROUND UTILITIES CONSTRUCTION.)
7. FILL TO BE PLACED IN MAXIMUM 6-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY PER ASTM D-698, UNLESS OTHERWISE NOTED.
8. CONTRACTOR IS RESPONSIBLE FOR CLEANING MUD AND/OR DIRT TRACKED ONTO EXISTING STREETS BY HIS WORKMEN'S, SUPPLIER'S, OR SUBCONTRACTOR'S VEHICLES. STREETS MUST BE CLEANED WITHIN 2 HOURS OF WHEN THE TRACKING OCCURS. NO SEPARATE PAY.
9. RETESTING OF ANY TESTING FAILURES WILL BE THE CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY
10. WHERE CONTRACTOR'S WORK AND/ OR EQUIPMENT CAUSES AN OBSTRUCTION TO TRAFFIC, CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART VI OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS M.U.D.C.D., MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION. A WRITTEN TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PRIOR TO CONSTRUCTION FOR REVIEW BY THE ENGINEER & OTHER APPROPRIATE PERSONS.
11. LOCATION OF EXISTING UNDERGROUND UTILITIES AND SERVICE LINES (WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, ETC.) ARE DETERMINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR TO LOCATE LINES AND/ OR OBSTRUCTIONS AHEAD OF EXCAVATION.
12. ANY SOIL BORINGS THE CONTRACTOR REQUIRES ARE TO BE DONE BY THE CONTRACTOR AT HIS EXPENSE.
13. OVERHEAD LINES MAY EXIST ON THE ALIGNMENTS. CLEARLY VISIBLE LINES ARE NOT MARKED, AND CONTRACTOR TO NOTE THEIR LOCATION PRIOR TO CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH
14. PERSONS OR OBJECTS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.
15. CONTRACTOR TO MAKE ARRANGEMENTS WITH THE APPROPRIATE UTILITY COMPANY FOR SECURING POLES, IF NECESSARY, WHILE CONSTRUCTION PASSES BY POLES. COSTS OF SECURING POLES WILL BE PAID FOR BY THE CONTRACTOR, NO SEPARATE PAY.
16. CONSTRUCTION STAKING (ALIGNMENT AND GRADE) TO BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY.
17. SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE AS DIRECTED BY THE ENGINEER. IF THE ENGINEER NOTIFIES THE CONTRACTOR THAT THE OWNER DOES NOT HAVE USE FOR THIS MATERIAL, THE SURPLUS MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR, AND IT IS HIS RESPONSIBILITY TO DISPOSE OF THE MATERIAL.
18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE LOCAL REQUIREMENTS.
19. CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND FACILITIES DURING INSTALLATION OF PROPOSED WORK.
20. PAVED SURFACES SHALL BE PROTECTED FROM DAMAGE FROM TRACKED EQUIPMENT. ANY REPAIRS TO DAMAGED PAVED SURFACES WILL BE PAID BY THE CONTRACTOR. NO SEPERATE PAY.
21. IRON RODS DISTURBED DURING CONSTRUCTION TO BE REPLACED BY REGISTERED PUBLIC LAND SURVEYOR TO ORIGINAL PROPERTY CORNER AT NO SEPARATE PAY.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AN UPDATED REDLINED "AS-BUILT" SET OF PLANS ON SITE FOR INSPECTION BY THE ENGINEER, THE ENGINEER'S REPRESENTATIVE, AND THE OWNER'S REPRESENTATIVE.
23. WORK PERFORMED UNDER THIS CONTRACT IS GOVERNED BY REQUIREMENTS OF SEVERAL PUBLIC, GOVERNMENTAL, AND PRIVATE ENTITIES. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GOVERNING ENTITIES.

GENERAL CONT.

24. SURVEY PERFORMED BY RIO DELTA SURVEYOR
ELEVATIONS BASED UPON STATIC GPS OBSERVATIONS; NAVD 88
HORIZ: STATE PLANE COORDINATES (NAD83) ZONE SOUTH TEXAS

TRAFFIC CONTROL NOTES:

MAINTENANCE OF WORK ZONE TRAFFIC CONTROL SERVICE:

1. THOSE PORTIONS OF THE PROJECT WHICH REQUIRE CONSTRUCTION UNDER TRAFFIC WILL BE MAINTAINED IN A CONDITION ACCEPTABLE TO THE ENGINEER. THIS WORK WILL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
2. AT ANYTIME DURING THE PROSECUTION OF THIS PROJECT IF OTHER SIGNS, BARRICADES, ETC. ARE DEEMED NECESSARY TO CONTROL AND PROVIDE SAFETY FOR THE TRAVELING PUBLIC. THE CONTRACTOR SHALL PROVIDE THESE ADDITIONAL TRAFFIC CONTROL DEVICES. PAYMENT FOR THIS WILL NOT BE PAID FOR DIRECTLY, BUT WILL BE CONSIDERED SUBSIDIARY TO BID.
3. THE CONTRACTOR SHALL TAKE CARE TO ASSURE THAT ALL TRAFFIC CONTROL DEVICES AND WORK ZONE PAVEMENT MARKINGS BE KEPT IN A HIGHLY VISIBLE CONDITION (CLEAN, UPRIGHT, AND PROPER LOCATION) THE CONTRACTOR SHALL HAVE ADEQUATE REPLACEMENT TRAFFIC CONTROL DEVICES AVAILABLE, AT ALL TIMES, TO REPLACE THOSE DAMAGED.

SIGNING:

4. THE CONTRACTOR SHALL COVER OR TEMPORARILY REMOVE EXISTING SIGNS THAT CONFLICT WITH THE SUGGESTED TRAFFIC CONTROL PLAN OR THE INTENT THEREOF.
5. EXISTING SIGNS THAT DON NOT CONFLICT WITH THE SUGGESTED TRAFFIC CONTROL PLAN OR THE INTENT THEREOF, BUT REQUIRE RELOCATION DUE TO PHYSICAL CONFLICTS SHALL NOT BE RELOCATED UNTIL TEMPORARY SIGN SUPPORTS HAVE BEEN INSTALLED TO ALLOW FOR THE IMMEDIATE RELOCATION OF ANY SUCH SIGNS.
6. THESE SIGNING MEASURES SHALL NOT BE PAID, OR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO BID.

PUBLIC ACCESS AND PEDESTRIAN SAFETY:

7. ANY PORTIONS OF THIS PROJECT THAT COINCIDE WITH EXISTING PUBLIC ROADS AND/OR PRIVATE DRIVES SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER.
8. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN TWO-WAY TRAFFIC ON ALL PUBLIC ROADWAYS AT AL TIMES UNLESS OTHERWISE NOTED ON THE PLANS.
9. FOR PEDESTRIAN SAFETY, THE CONTRACTOR SHALL INSTALL ORANGE PLASTIC CONSTRUCTION FENCING (3 FT TALL MINIMUM) AROUND ALL OPEN EXCAVATIONS. THE PLACEMENT OF THIS FENCING SHALL NOT OBSTRUCT SIGHT LINES OF THE TRAVELING PUBLIC.
10. THESE MEASURES FOR PUBLIC ACCESS AND PEDESTRIAN SAFETY WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO BID.
11. INSTALLATION AND MAINTENANCE OF ALL WORK ZONE SIGNS, BARRICADES, AND PAVEMENT MARKINGS IS THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL CONFORM TO BARRICADE AND CONSTRUCTION (BC) STANDARDS AND/OR THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
12. CONSTRUCTION IN ANY AREA THAT IS ADVERSELY AFFECTING TRAFFIC FLOW AND SAFETY MUST BE PURSUED DILIGENTLY BY THE CONTRACTOR. IF IN THE OPINION OF THE ENGINEER, THE CONTRACTOR IS NOT DILIGENTLY PURSUING THE CONSTRUCTION IN THOSE AREAS. THE ENGINEER MAY REQUIRE THE CONTRACTOR TO CHANGE HIS WORK SCHEDULE TO EXPEDITE COMPLETION IN THOSE AREAS OF CONCERN.
13. THE CONTRACTOR MAY REQUEST TO ALTER THE TRAFFIC CONTROL PLAN, BUT ANY REQUESTS MAY BE SUBMITTED TO THE ENGINEER IN WRITING. IF THE REQUEST FOR A CHANGE IN THE TRAFFIC CONTROL IS EXTENSIVE, THE ENGINEER MAY REQUIRE THE CONTRACTOR TO PROVIDE PLAN SHEET REVISIONS OUTLINING HIS CHANGE: THESE PLAN SHEET REVISIONS WILL BE PROVIDED BY THE CONTRACTOR AT HIS OWN EXPENSE. ANY CHANGES TO THE TRAFFIC CONTROL PLAN WILL BE SUBJECT TO THE ENGINEER'S WRITTEN APPROVAL.
14. FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.
15. STEADY BURN (TY D) WARNING LIGHTS SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.
16. ADDITIONAL SIGNS, BARRICADES, AND/OR OTHER CHANNELIZING DEVICES MAY BE REQUIRED AND/OR ADJUSTED AS DIRECTED BY THE ENGINEER.
17. WHEN CONSTRUCTION OPERATIONS RESULT IN DROP OF MORE THAN 2 INCHES NEXT TO TRAVEL WAY A 3:1 SLOPE AND 4.0 FEET BUFFER ZONE WILL BE REQUIRED DURING NON WORKING HOURS.
18. FOR POSTED SPEEDS EXCEEDING 30 MPH, ADVISORY SPEED SIGNS WITH APPROPRIATE WARNING SIGNS, SHALL BE POSTED IN THE VICINITY SPECIFIC WORK ZONES WITH THE PROJECT LIMITS, UNLESS OTHER SIDE DIRECTED BY THE ENGINEER.
19. LENGTH AND SPACING OF CHANNELIZING DEVICES SHALL BE AS SHOWN ON THE BC STANDARDS AND THE "T.M.U.T.C.D." OTHER SIGNS MAY BE USED IN ADDITION TO THOSE REQUIRED BY BARRICADE STANDARDS.
20. ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS, OR AS DIRECTED BY THE ENGINEER. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED AS DIRECTED BY THE ENGINEER.
21. REFER TO STANDARD TRAFFIC CONTROL SHEETS FOR OTHER PERTINENT INFORMATION NOT SHOWN.
22. WORK BEYOND THE PROJECT LIMITS WILL BE PERMITTED PROVIDED DRUMS ARE INSTALLED AS PER TRAFFIC CONTROL BARRIER DEVICES AND THE WORK DOES NOT CREATE A DROP OFF OF MORE THAN TWO (2) INCHES.
23. CONTRACTOR TO USE A POWER BROOM FOR CLEANING ROADWAY AND TO MAINTAIN CLEAN AT ALL TIMES. THIS IS NOT A PAID ITEM.
24. ROADWAY BARRELS TO BE USED WHEN WORKING OUTSIDE OF THE ROADWAY AS TO DELINEATE THE WORK AREA.
25. CROSSWALKS, STOP BARS AND OTHER AFFECTED TRAFFIC MARKINGS SHALL BE REPLACED BY THE CONTRACTOR AS NEEDED AT THE CONTRACTOR'S EXPENSE.
26. A STORM WATER POLLUTION PREVENTION PLAN (SW3P_ IS NOT REQUIRED, DUE TO CONTRACTOR NEVER DISTURBING AREAS GREATER THAN AN 1-ACRE. THE CONTRACTOR WILL BE REQUIRED TO FOLLOW STORM WATER POLLUTION CONTROL AS PER SPECIFICATION 1570 AND PLANS.

TRAFFIC CONTROL NOTES (CONT'D):

27. ACCESS TO MAIL BOXES SHALL BE PROVIDED AT ALL TIMES. ANY MAIL BOXES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND SHALL BE AS PER TXDOT STANDARDS.

PAVING CONSTRUCTION NOTES:

1. HOT MIX ASPHALT CONCRETE TO BE IN ACCORDANCE WITH TXDoT SPECIFICATION TYPE "D" ITEM 340.
2. SUBGRADE EXCAVATION, MIXING OF LIME, AND RECOMPACTION TO BE INCLUDED IN PRICE BID PER SQUARE YARD FOR "LIME TREATED SUBGRADE."
3. CONTRACTOR TO FILL BEHIND CURBS AND WALKS AND SHAPE TO INSURE PROPER DRAINAGE.
4. CONSTRUCTION JOINTS TO EXISTING PAVEMENT SHALL BE MADE BY EITHER CUTTING BACK EXISTING TO PRODUCE A SLIGHTLY BEVELED EDGE FOR THE FULL THICKNESS OF THE WEARING COURSE OR A SUITABLE LAP JOINT SHALL BE MADE. SAW CUTTING REQUIRED.
5. NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.
6. HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPORPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 225'F.
7. WHEN TYING INTO EXISTING CURB, EXPOSE REBAR AND FORM EXPANSION JOINT PER DETAIL SHEET.
8. ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACK FILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION.
9. EXISTING MANHOLES LOCATED ON ROADWAYS SHALL BE ADJUSTED TO THE PROPOSED GRADE. NO SEPARATE PAY.
10. DEMOLITION, REMOVAL, & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, REBAR, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
11. ALL MANHOLES AND/OR OTHER STRUCTURES TO BE ADJUSTED BY THE CONTRACTOR TO MEET FIANL GRADES, A MAXIMUM OF 18 INCHES OF THROAT RINGS WILL BE ALLOWED. (NO SEPARTE PAY)
12. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO ASSURE NO AREAS OF PONDING ARE PRESENT.

LEGEND

- RCP
- INLET
- POWER POLE
- GUY WIRE
- TEL. PEDESTAL
- SIGN
- GAS MARKER
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- MAIL BOX
- CHAIN LINK FENCE
- CEDAR FENCE
- POWERLINE

NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT I
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

GENERAL CONSTRUCTION NOTES

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
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Texas Registered Engineering Firm F-11722
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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Date	NOVEMBER, 2016
Job No.	P-203-03
Sheet	2 of 10

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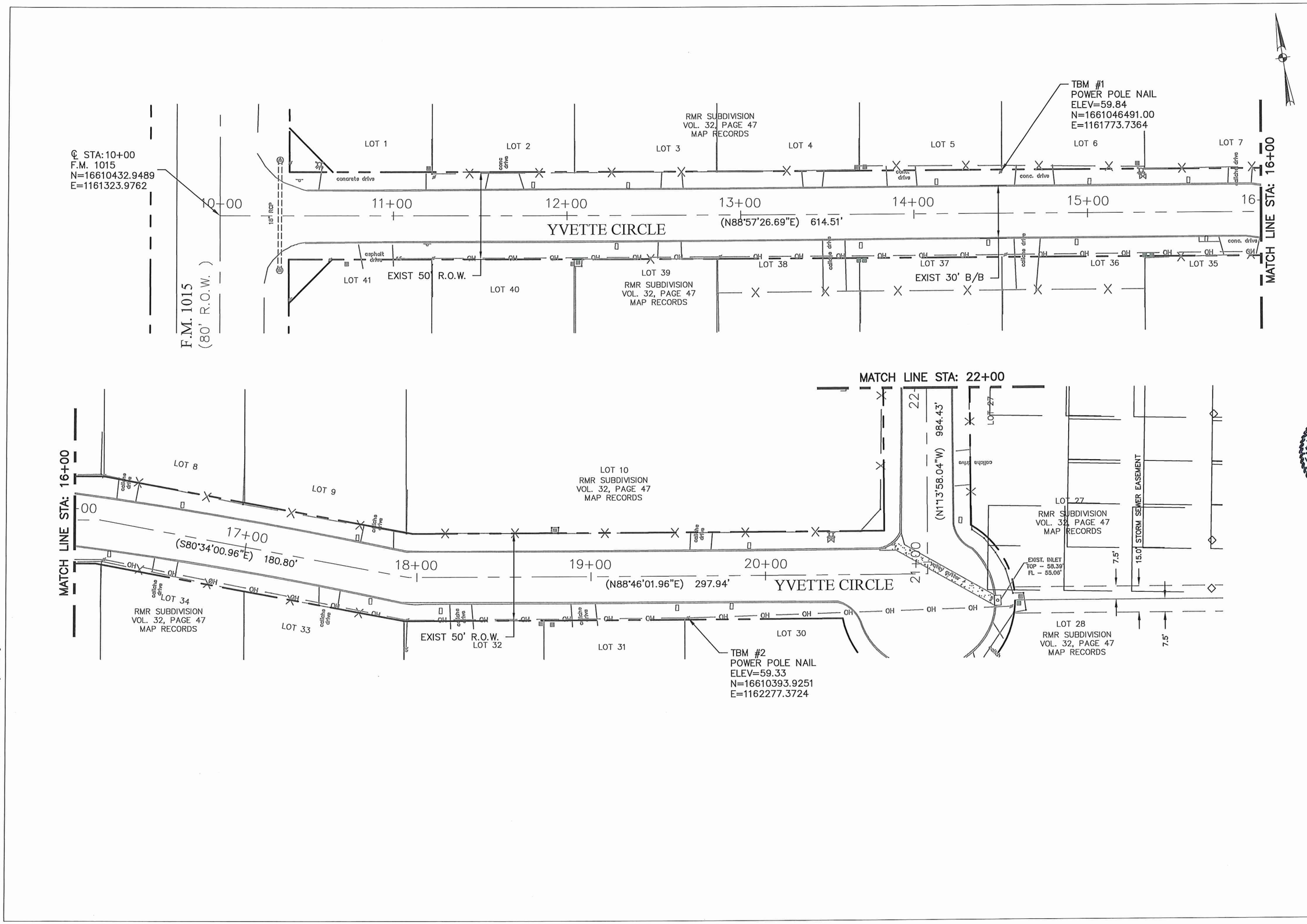

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HIDALGO COUNTY PRECINCT I
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 1 OF 2

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
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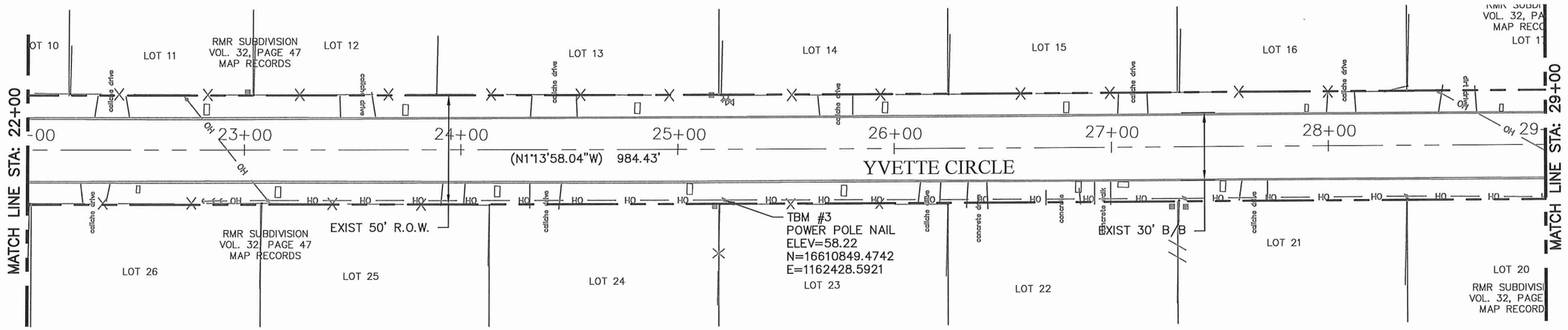

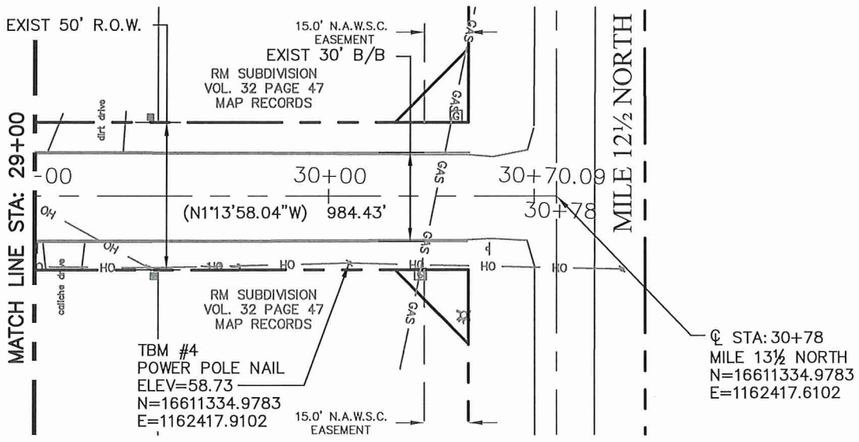

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HIDALGO COUNTY PRECINCT 1
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

SURVEY CONTROL PLAN
SHEE 2 OF 2

STATE OF TEXAS
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Sheet	4 of 10

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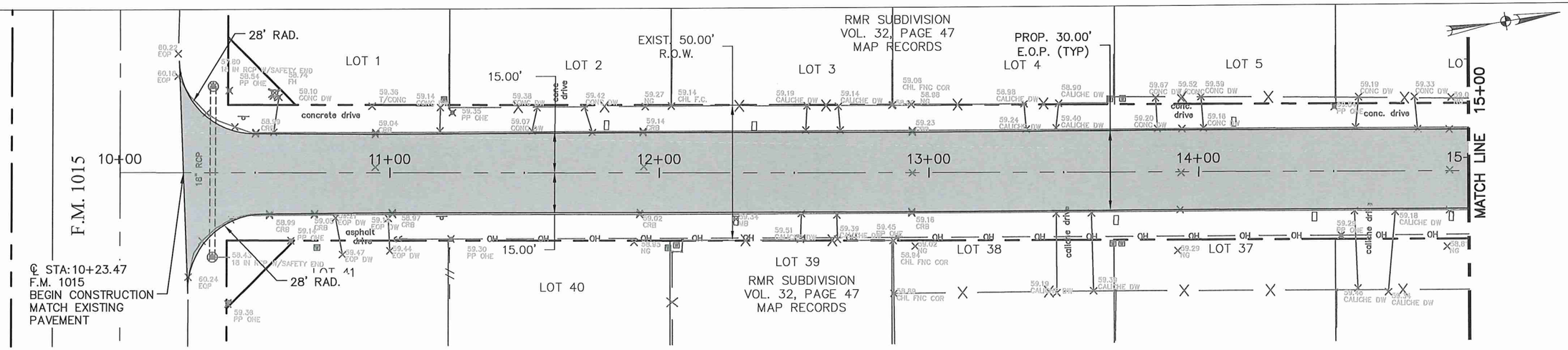


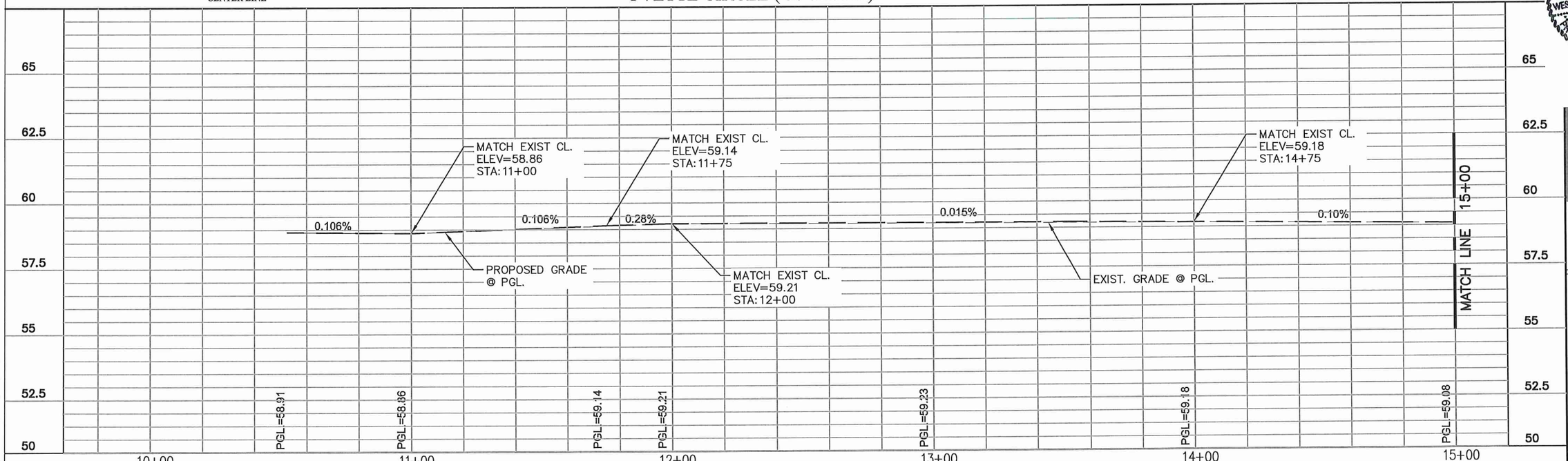
CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:	
TEXAS ONE CALL:	1-800-245-4545
CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
AT&T:	956-279-1985
HIDALGO COUNTY PCT #1	956-988-8722

NOTE:
1. CONTRACTOR TO PROVIDE PUBLIC ACCESS TO ALL DRIVEWAYS THROUGH ALL PHASES OF CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN POSITIVE FLOW OF ALL EXISTING DRAINAGE PATTERNS DURING ALL PHASES OF CONSTRUCTION.
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES CONFLICTING WITH PROPOSED ROADWAY SECTION.

CENTER LINE

YVETTE CIRCLE (50' R.O.W.)

CENTER LINE



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HIDALGO COUNTY PRECINCT I
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 10+00 TO 15+00

STATE OF TEXAS
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LICENSED PROFESSIONAL ENGINEER
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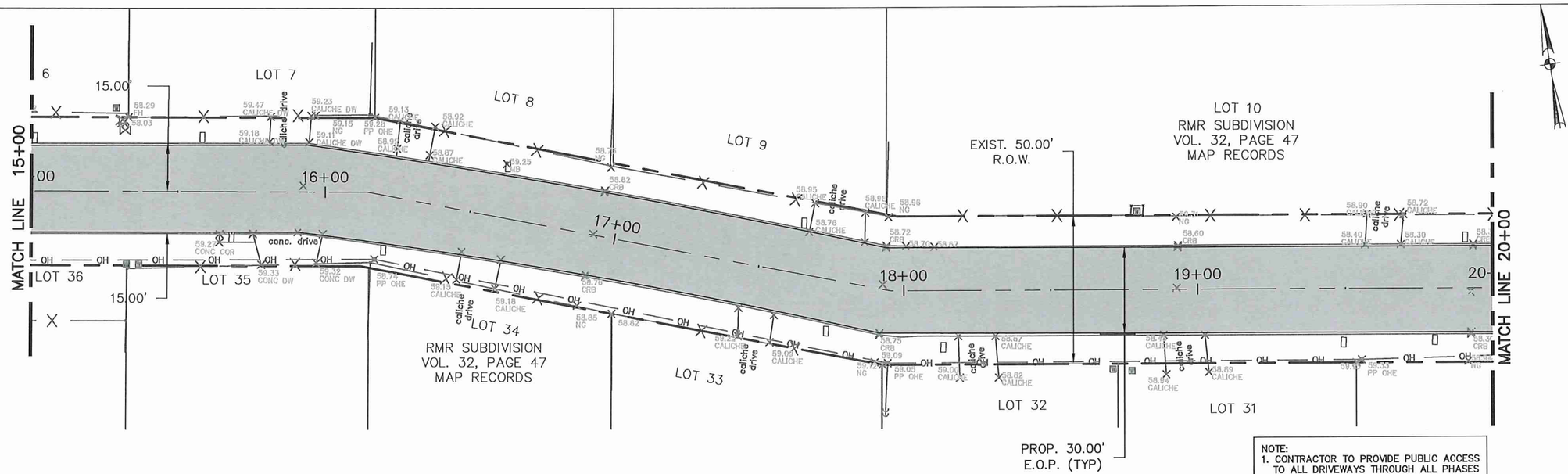

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HIDALGO COUNTY PCT #1	956-968-8722

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NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT I
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

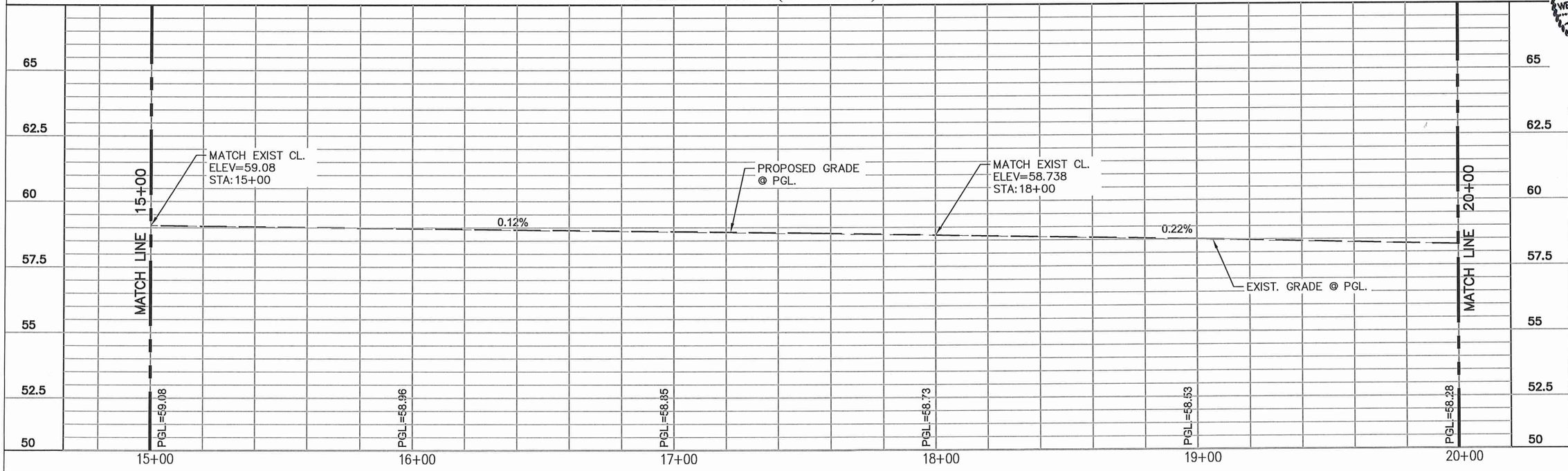
PLAN AND PROFILE SHEET
STA. 15+00 TO 20+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED PROFESSIONAL ENGINEER
11/3/16

CENTER LINE

YVETTE CIRCLE (50' R.O.W.)

CENTER LINE



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Fax. 956.687.5383
Texas Registered Engineering Firm F-11722

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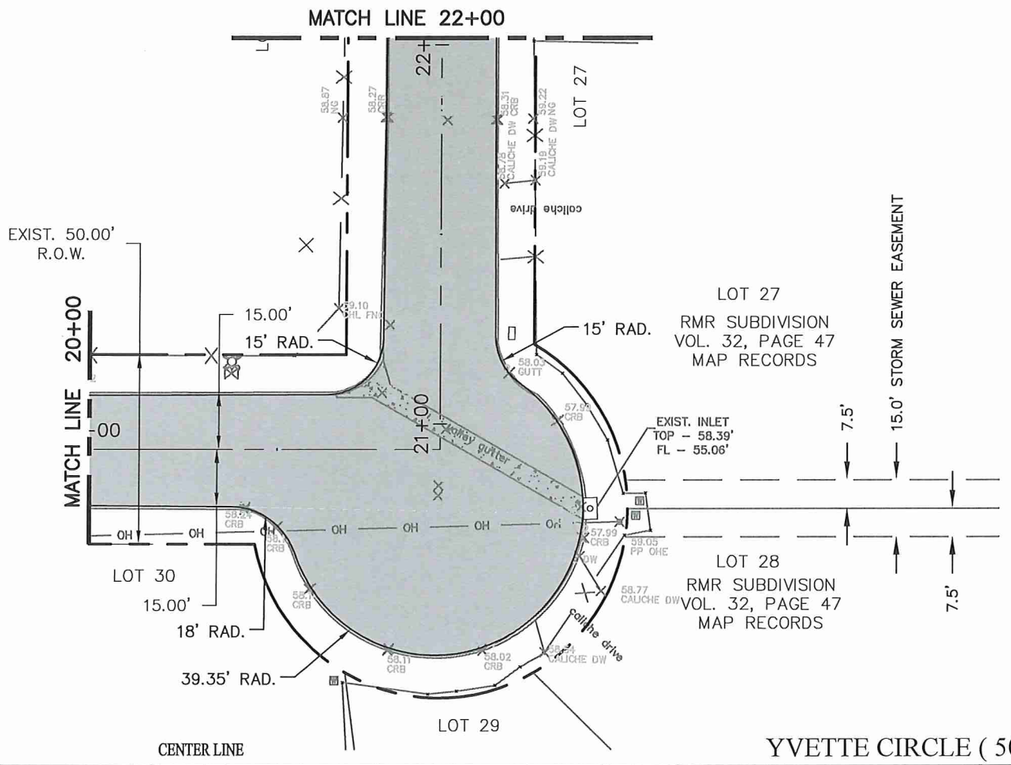
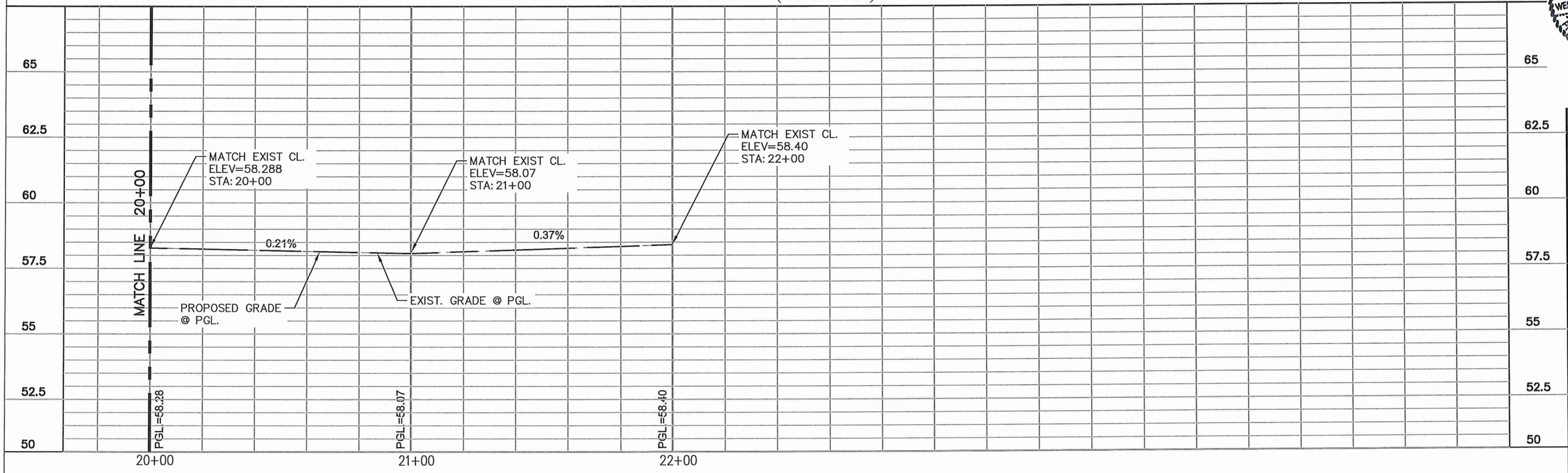


YVETTE CIRCLE (50' R.O.W.)



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CITY OF MERCEDES:	956-565-3114
TEXAS GAS SERVICE:	1-800-700-2443
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HIDALGO COUNTY PCT #1	956-968-8722

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NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT 1
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 20+00 TO 22+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
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11/3/16

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Sheet	7 of 10

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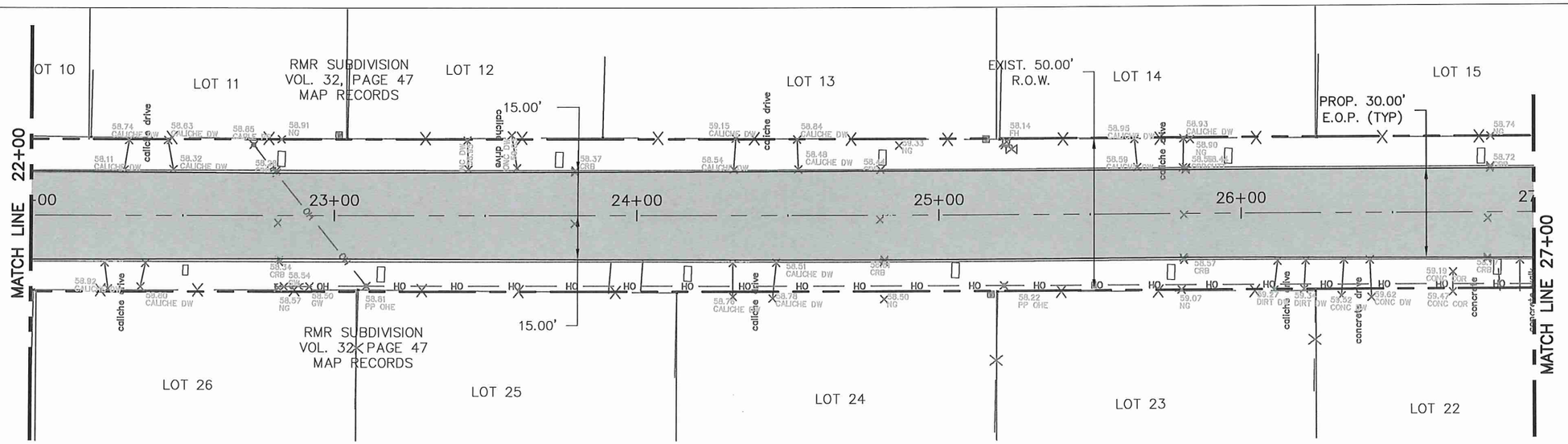

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HIDALGO COUNTY PCT #1	956-968-8722

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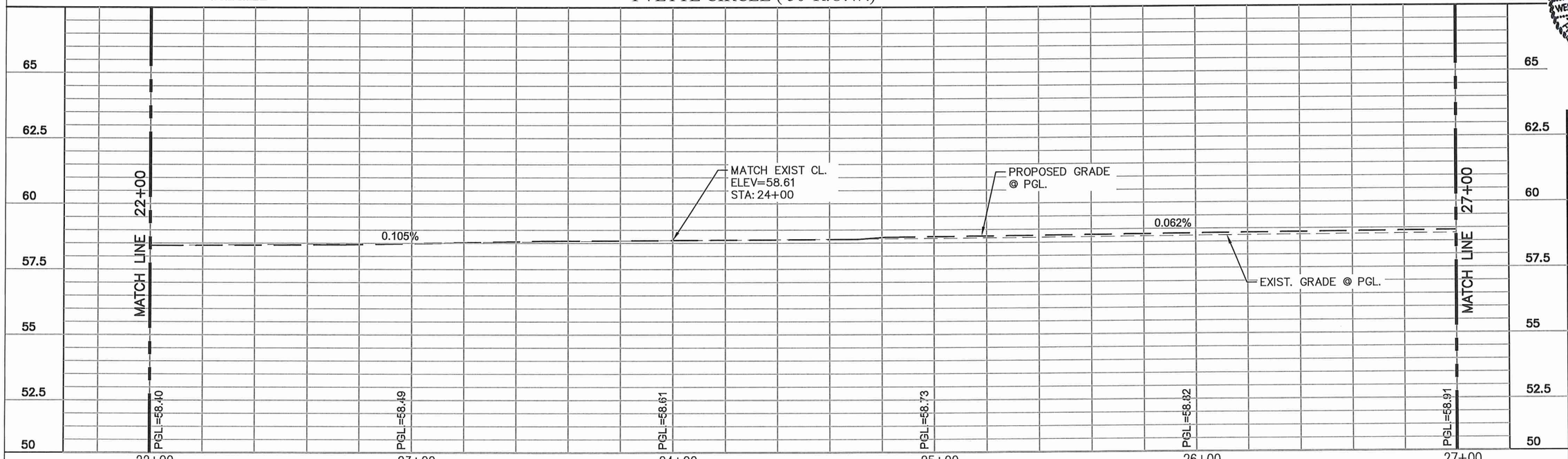
CENTER LINE

YVETTE CIRCLE (50' R.O.W.)

CENTER LINE



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HIDALGO COUNTY PRECINCT I
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 22+00 TO 27+00

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER
11/9/16

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Sheet	8 of 10

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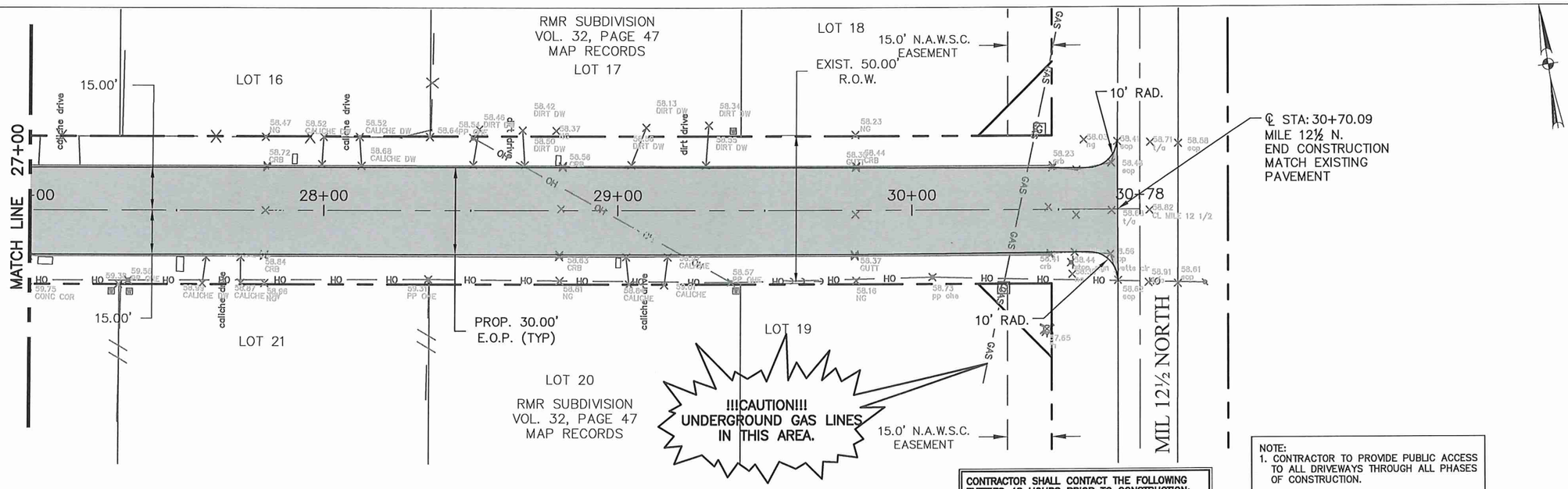

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CENTER LINE

YVETTE CIRCLE (50' R.O.W.)

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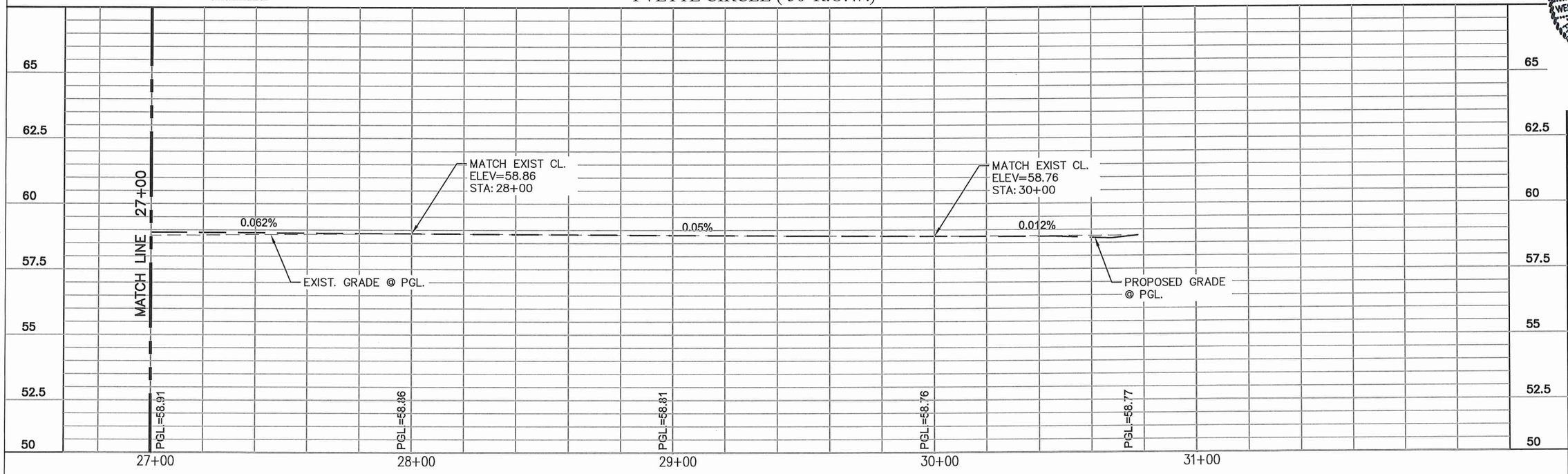

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HIDALGO COUNTY PRECINCT I
YVETTE CIRCLE
FEMA RD & DRAINAGE IMPROVEMENTS

PLAN AND PROFILE SHEET
STA. 27+00 TO 30+70.09

STATE OF TEXAS
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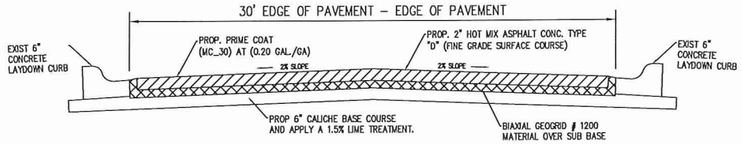

TYPICAL ROADWAY CROSS SECTION (1)

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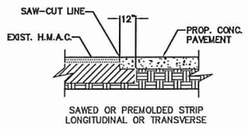

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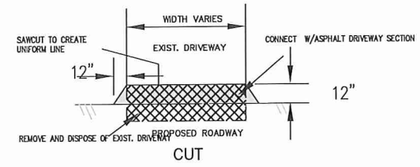

DRIVEWAY CONNECTION DETAIL (5)

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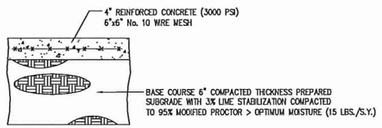

TYPICAL CONCRETE DRIVEWAY SECTION (3)

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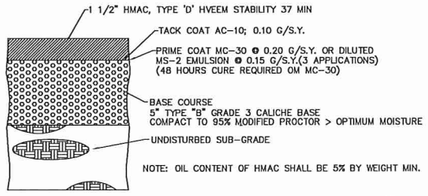

TYPICAL ASPHALT DRIVEWAY SECTION (4)

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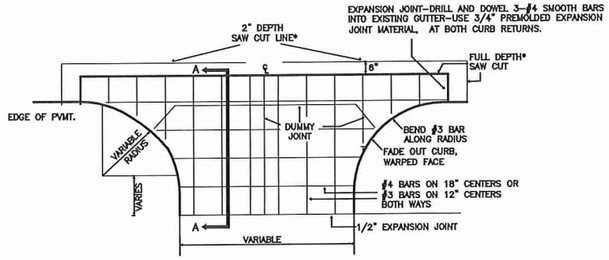

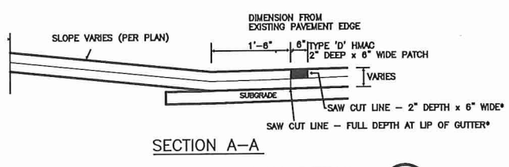

SECTION A–A

DRIVEWAY APPROACH DETAIL (6)

N.T.S.

NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN THE SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 6" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

NO.	DATE	REVISION	APPROV.
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HIDALGO COUNTY PRECINCT I

YVETTE CIRCLE

FEMA RD & DRAINAGE IMPROVEMENTS

DETAILS SHEET

STATE OF TEXAS
WESLEY RICHARD LeFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

11/9/16

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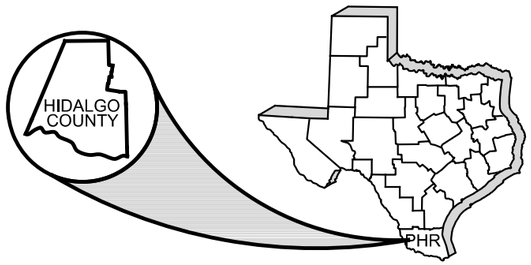
Drawn	L.H.
Scale	Horz. 1:40 Vert. 1:4
Checked	H.M.
Date	NOVEMBER, 2016
Job No.	P-203-03
Sheet	10 of 10

C:\Users\Project Manager\Documents\Drawing3.dwg May 20,2016 - 4:06PM Project Manager

HIDALGO COUNTY PCT. 1

CONSTRUCTION PLANS
INDIAN HILLS



PROJECT LIMITS:
INDIAN HILLS

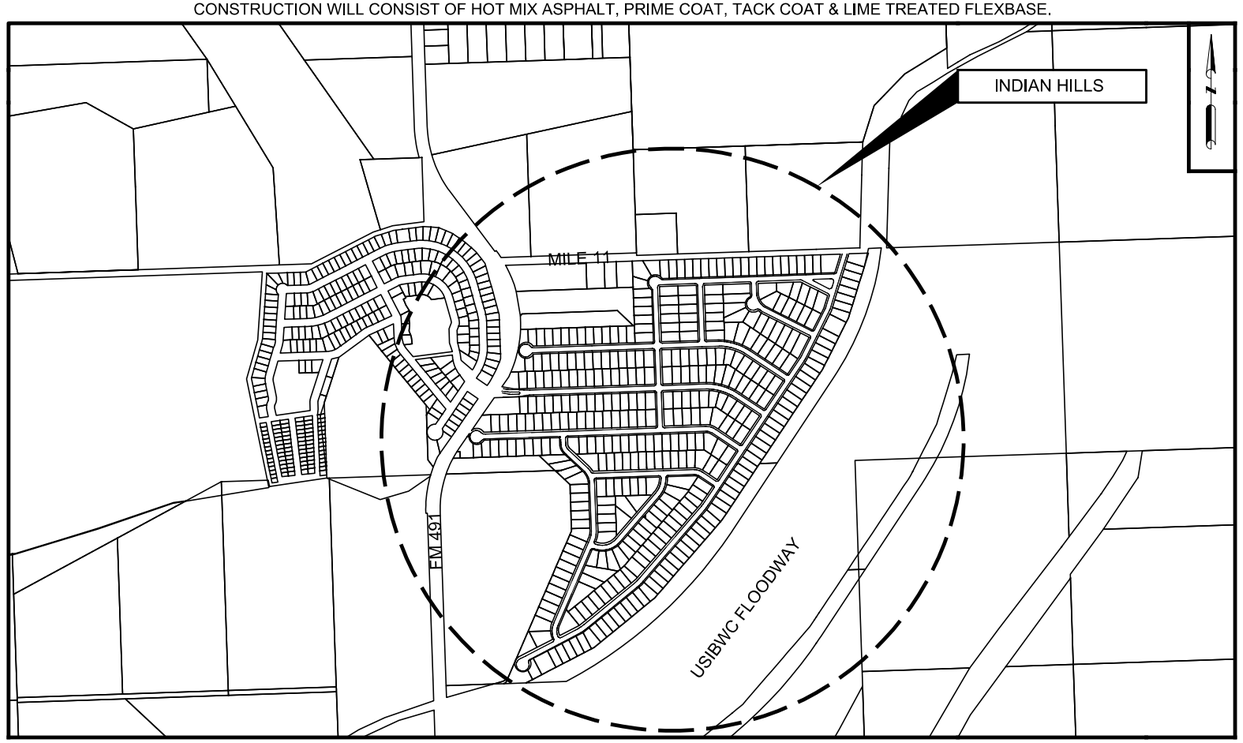
TOTAL AREA OF PROJECT = 48,381 SQYD

CONSTRUCTION WILL CONSIST OF HOT MIX ASPHALT, PRIME COAT, TACK COAT & LIME TREATED FLEXBASE.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS
3	GENERAL NOTES
4-5	SUMMARY OF ESTIMATED QUANTITIES
6	PAVING LAYOUT
7-18	(S)-BC (1-12)-14

(D)- DENOTES DISTRICT STANDARD
(S)- DENOTES STATE STANDARD



LOCATION MAP
N.T.S.

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED
PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 11/8/2016

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE, HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

HIDALGO COUNTY COMMISSIONER'S COURT

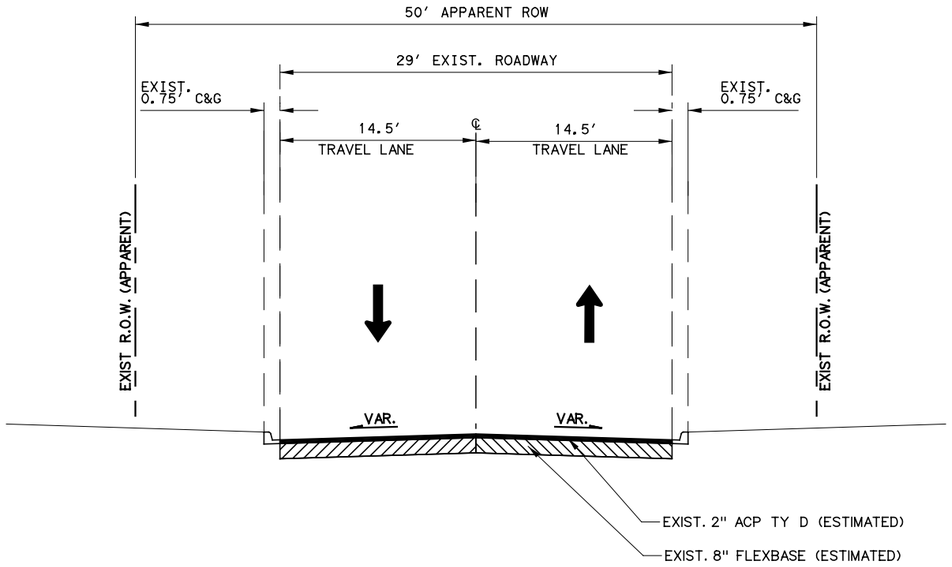
RAMON GARCIA	- COUNTY JUDGE
A.C. CUELLAR, JR.	- COMMISSIONER, PCT 1
EDUARDO "EDDIE" CANTU	- COMMISSIONER, PCT 2
JOE M. FLORES	- COMMISSIONER, PCT 3
JOSEPH PALACIOS	- COMMISSIONER, PCT 4

THE COUNTY OF HIDALGO TEXAS

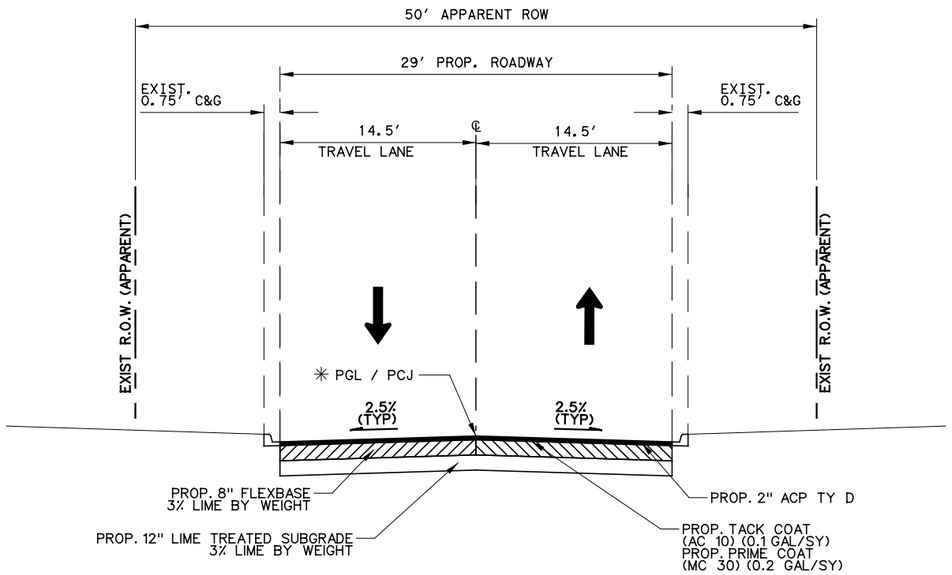
TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 • Mission, Texas 78572
(956) 424-7898
TBPE FIRM No. 1640

COUNTY HIDALGO PROJ. NO.
HWY. NO. NITTLER ROAD LETTING DATE
DATE ACCEPTED

DATE:
FILE:



EXISTING INDIAN HILLS TYPICAL SECTION
(ALL STREETS)



✳ THE CONTRACTOR SHALL ESTABLISH THE CENTERLINE OF THE ROAD BASED ON THE LOCATION OF THE EXISTING C&G.

PROPOSED INDIAN HILLS TYPICAL SECTION
(ALL STREETS)

GENERAL NOTES

1. PCJ - DENOTES PERMISSIBLE CONSTRUCTION JOINT
2. PGL - DENOTES PROFILE GRADE LINE
3. THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH THE UTILITY COMPANIES AT LEAST 72 HR PRIOR TO WORKING IN THIS AREA. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. 114 LBS/SY IS EQUIVALENT TO 1" ACP
5. PRIME COAT MC-30 0.2 GAL/SY (APPROX.)
5. TACK COAT AC-10 0.1 GAL/SY (APPROX.)
6. FLEXIBLE BASE WT - 3375 LB/CY (APPROX.)
7. SUBGRADE WT - 2970 LBS/CY (APPROX.)
8. ANY DAMAGE TO EXISTING ELEMENTS (SUCH AS CURB & GUTTER, SIGNING, MAILBOXES, EXISTING DRIVEWAYS, ETC...) SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
9. SPRINKLING (DUST CONTROL) 2 GAL/SQYD (APPROX.)

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 11/8/2016

Hidalgo County Precinct 1

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Consulting Engineers
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TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

INDIAN HILLS EXISTING & PROPOSED TYPICAL SECTIONS

SCALE: 1" = 10'

SHEET 1 OF 1

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:					INDIAN HILLS
DW:		DIST	COUNTY		SHEET NO.
CK DW:			HIDALGO		2
TR:					
CK TR:					

COUNTY HIDALGO PROJ. NO.
HWY. NO. NITTLER ROAD LETTING DATE
DATE ACCEPTED

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For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

ITEM 8. Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.5 Calendar Day.

ITEM 110. Excavation

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

All excavated material shall become the property of the contractor and shall be disposed of in accordance with all local, state, and Federal rules, regulations and requirements.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Contractor's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction oeprartions without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the lime-treated Subgrade.
It shall be the Contractor's responsibility to perform the proper lime treating operation without damages to any structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

In order to avoid damaging the Geogrid, add lime to the first lift of new base and/or salvage base at a central mixing site or mixing plant away from the construction area. The Engineer shall approve the site or plant location and method of mixing.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1 % minimum and 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

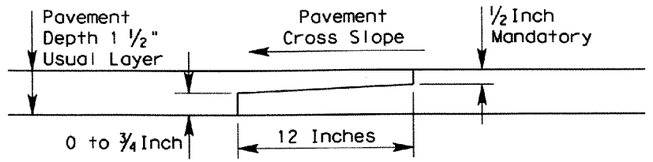
ITEM 341: Dense-Graded Hot-Mix Asphalt

The contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

This project will require the following minimum surface aggregate Classifications:

County	Highway	Classification
Hidalgo	INDIAN HILLS	A

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.



NOTCHED WEDGE JOINT

The engineer may allow for variances to the dimensions shown.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 11/8/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
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1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

INDIAN HILLS GENERAL NOTES

SHEET 1 OF 1

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:				INDIAN HILLS
DW:	DIST	COUNTY		SHEET NO.
CK DW:		HIDALGO		3
TR:				
CK TR:				

COUNTY HIDALGO PROJ. NO.
HWY. NO. NITTLER ROAD LETTING DATE
DATE ACCEPTED

DATE: 11/8/2016 4:23:57 PM
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INDIAN HILLS STREETS	110 EXCAVATION (ROADWAY) CY	204 SPRINKLING (DUST CONTROL) MG	216 PROOF ROLLING HR	247 FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) CY	260 LIME TRT (EXST MATL) (12") SY	260 LIME TRT (NEW BASE)(8") SY	260 LIME (HYD, COM OR QK)(SLURRY) TON	310 PRIME COAT (MC-30) GAL	316 ASPH (AC-10) GAL	341 D-GR HMA TY-D SAC-A PG76-22 TON	7000 [1] TRAFFIC CONTROL PLAN (TCP) MO	8000 [2] STORMWATER POLLUTION PREVENTION PLAN (SW3P) LS
CADDOE	1207	8.7	3.2	966	4346	4346	116	869	435	495	0.5	
KICKAPOO	593	4.3	1.6	475	2136	2136	57	427	214	244	0.2	
WICHITA	332	2.4	1.1	265	1194	1194	32	239	119	136	0.2	
SANTAWAN	818	5.9	2.5	654	2944	2944	79	589	294	336	0.4	
TEJAS	3099	22.3	9.2	2479	11157	11157	299	2231	1116	1272	1.4	
CHEROKEE	1635	11.8	4.7	1308	5887	5887	158	1177	589	671	0.7	
CAMPACUAS	1544	11.1	4.9	1235	5557	5557	149	1111	556	633	0.7	
CHEYENNE	1625	11.7	4.7	1300	5850	5850	157	1170	585	667	0.7	
SEMINOLE	718	5.2	2.2	574	2584	2584	69	517	258	295	0.3	
CREEK	615	4.4	1.9	492	2213	2213	59	443	221	252	0.3	
SHAWNEE	1254	9.0	4.0	1003	4513	4513	121	903	451	515	0.6	
ALL STREETS FOR INDIAN HILLS PROJECT												1
TOTALS =	13,439	97	40.0	10,751	48,381	48,381	1,295	9,676	4,838	5,515	6.0	1

[1]--THE CONTRACTOR SHALL PROVIDE AN SW3P PLAN IN ACCORDANCE WITH ITEM 7000

[2]--THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH ITEM 8000

COUNTY HIDALGO PROJ. NO.
HWY. NO. NITTLER ROAD LETTING DATE
DATE ACCEPTED

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Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
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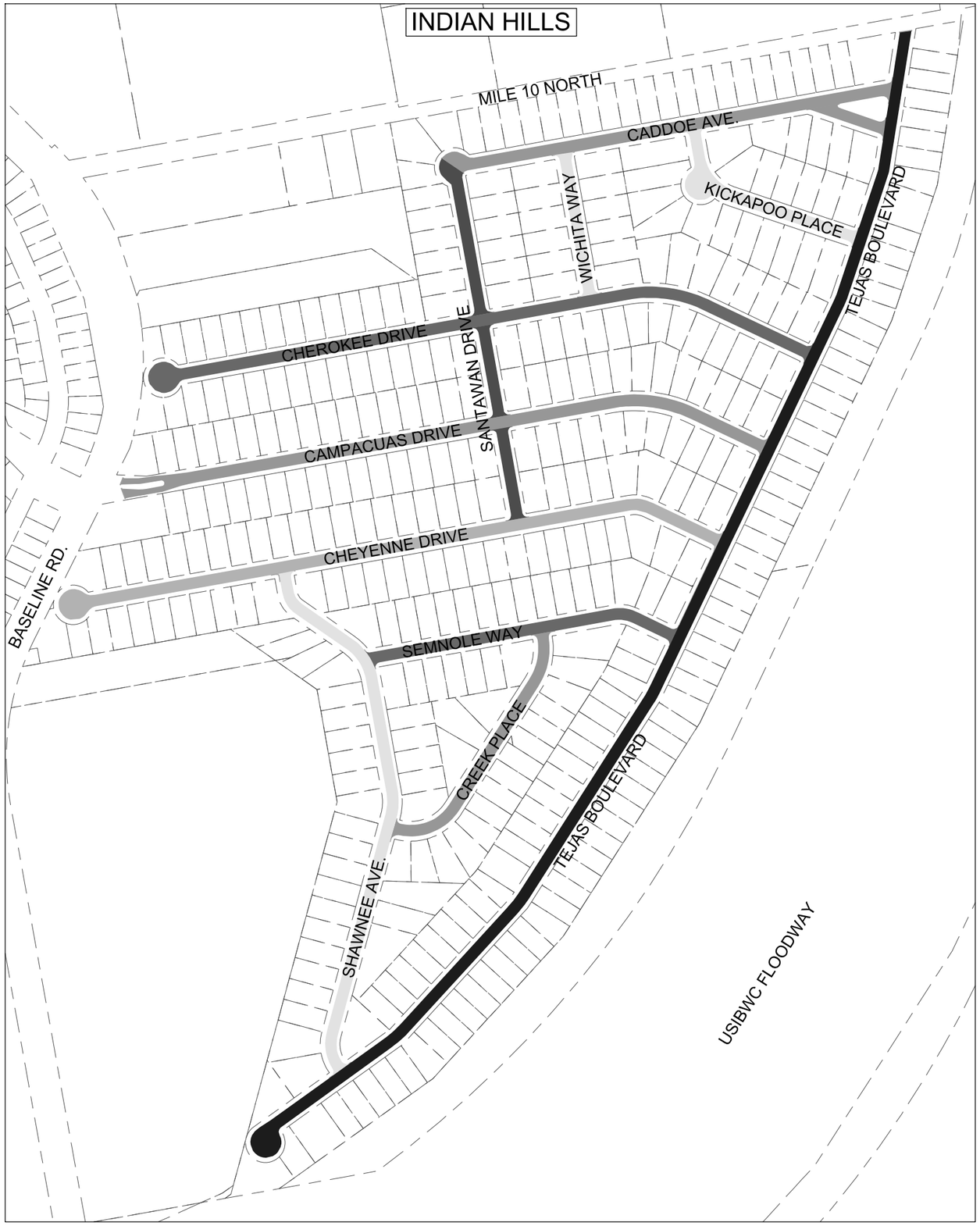
TEDSI
TBPE F-1640

INDIAN HILLS
SUMMARY OF
ESTIMATED QUANTITIES

SHEET 1 OF 1

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:					
DW:					INDIAN HILLS
CK DW:		DIST	COUNTY		SHEET NO.
TR:					
CK TR:			HIDALGO		4



LEGEND

APPARENT ROW

INDIAN HILLS			
STREET	AREA		
- CADDOE	4345.836	SQYD	
- KICKAPOO	2136.376	SQYD	
- WICHITA	1194.028	SQYD	
- SANTAWAN	2944.172	SQYD	
- TEJAS	11156.684	SQYD	
- CHEROKEE	5887.376	SQYD	
- CAMPACUAS	5556.804	SQYD	
- CHEYENNE	5849.624	SQYD	
- SEMINOLE	2583.592	SQYD	
- CREEK	2213.332	SQYD	
- SHAWNEE	4513.3	SQYD	
TOTAL	48381.124		

NOTES:

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES TO ESTABLISH THE EXACT LOCATION, DEPTH, AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL UTILITIES DAMAGED BY THE CONTRACTOR.
2. UNLESS OTHERWISE SPECIFIED IN THE PLANS ANY OBSTRUCTIONS IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED. REMOVAL WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS ITEMS.
3. CONTRACTOR SHALL PERFORM THEIR OWN CONSTRUCTION STAKING.
4. RE- LOCATE ANY MAILBOXES IN CONFLICT WITH THE PROPOSED ROADWAY. RE -LOCATION OF MAILBOXES IS SUBSIDIARY TO PERTINENT BID ITEMS.
5. CONNECT ALL DRIVEWAYS AND TURNOUTS WITH A SMOOTH TRANSITION FROM PAVEMENT EDGE.
6. FOR INFORMATION REGARDING PROJECT BENCHMARKS PLEASE CONTACT THE PROJECT ENGINEER.
7. CONTRACTOR TO PROVIDE A PROPOSED TRAFFIC CONTROL PLAN (TCP) IN ACCORDANCE WITH ITEM 7000. TCP SHALL BE APPROVED BY OWNER/ENGINEER PRIOR TO IMPLEMENTATION.

STATE OF TEXAS
MARK D. CORBITT
101980
LICENSED PROFESSIONAL ENGINEER

MARK D. CORBITT DATE 11/8/2016

Hidalgo County Precinct 1

TEDSI INFRASTRUCTURE GROUP
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Mission, Texas 78572
(956) 424-7898

INDIAN HILLS PAVING LAYOUT

SCALE:
HOR: 1" = 150'

SHEET 1 OF 1

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:					INDIAN HILLS
DW:		DIST	COUNTY		SHEET NO.
CK DW:			HIDALGO		5
TR:					
CK TR:					

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

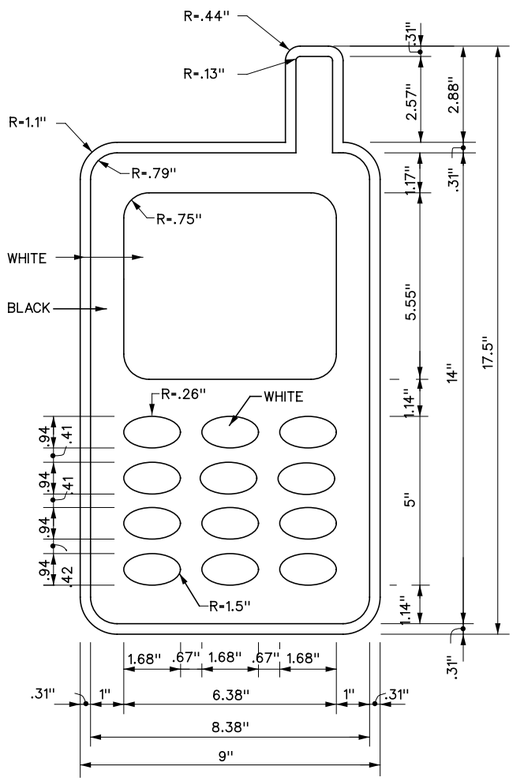
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

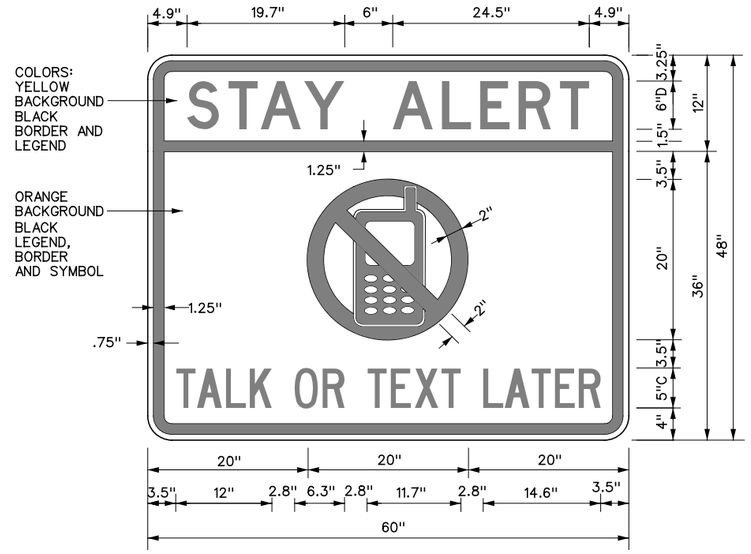
12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ISEA 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.





3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow;
[STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
[TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-03 5-10 8-14 9-07 7-13	DIST	COUNTY		SHEET NO. 6
		INDIAN HILLS		

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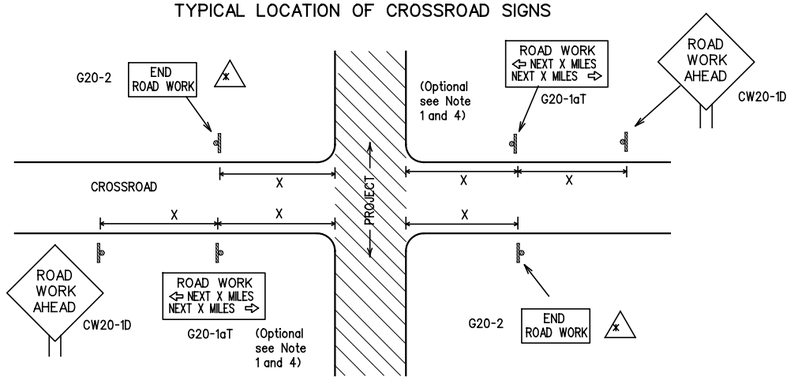
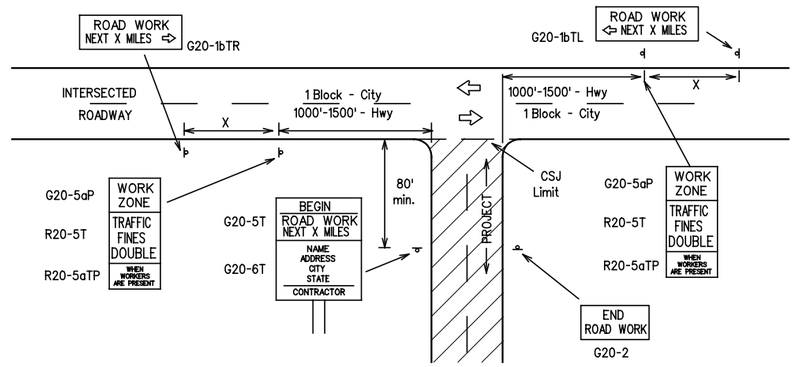
TYPICAL LOCATION OF CROSSROAD SIGNS



⁂ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500 [2]
60	600 [2]
65	700 [2]
70	800 [2]
75	900 [2]
80	1000 [2]
⁂	⁂ [3]

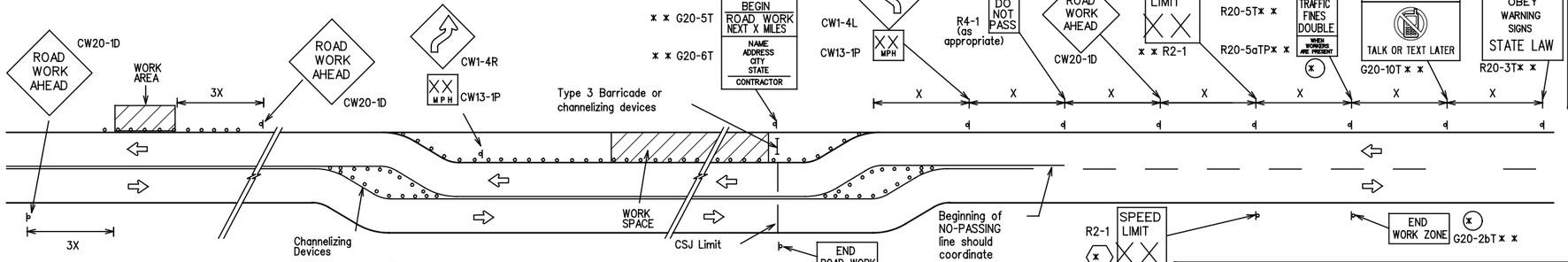
⁂ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

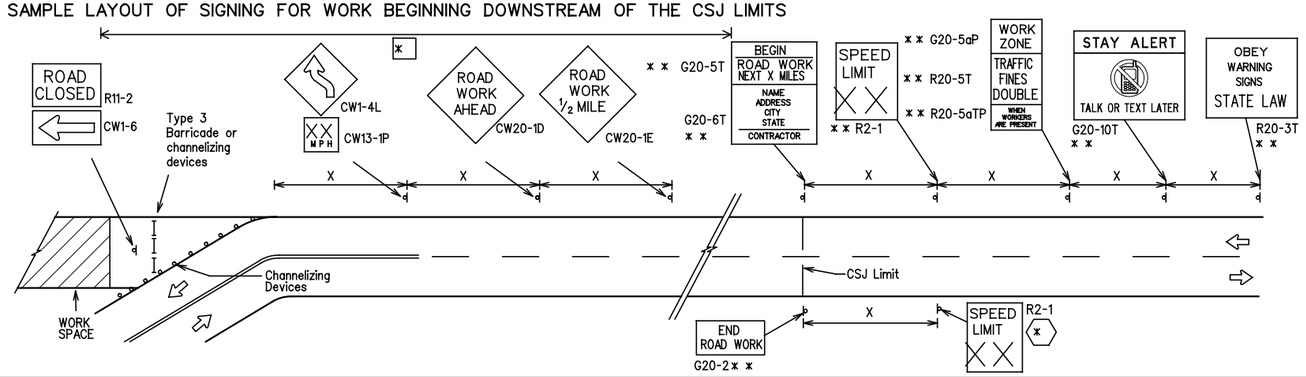
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(⁂) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

⁂ ⁂ Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[⁂] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

⟨⁂⟩ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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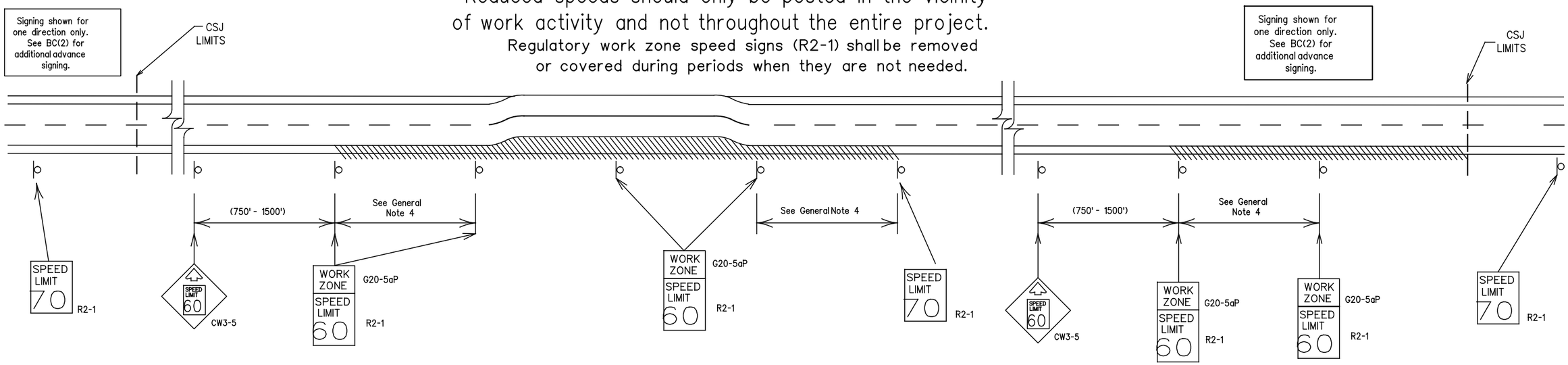
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only.
   Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form *1204 in the TxDOT e-form system.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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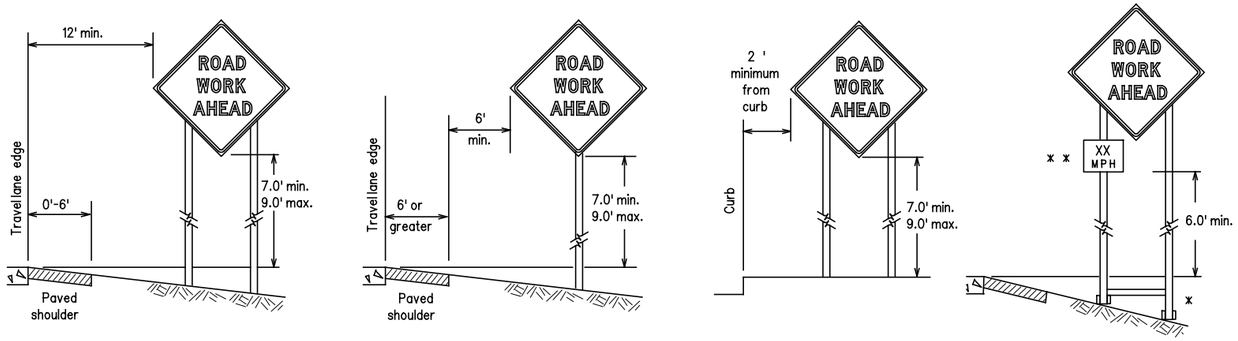
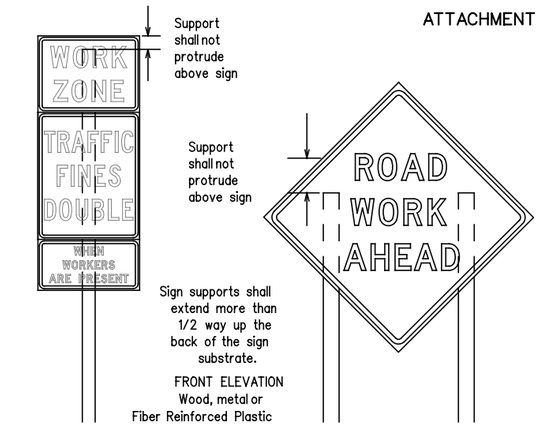
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

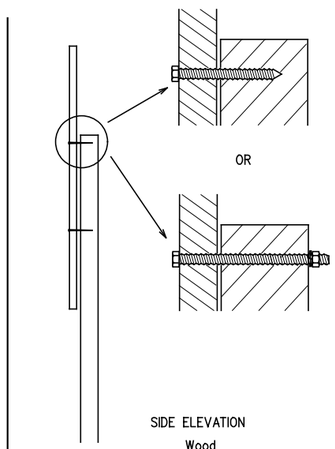
** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



FRONT ELEVATION
Wood, metal or
Fiber Reinforced Plastic

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.



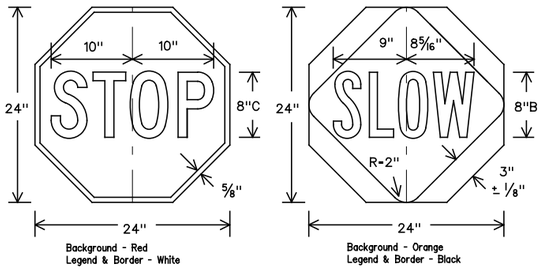
SIDE ELEVATION
Wood

Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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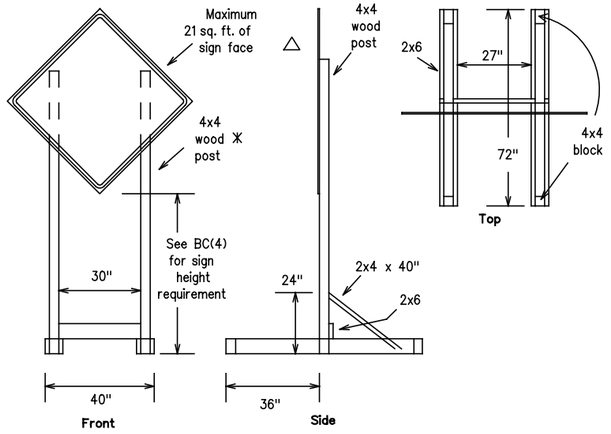
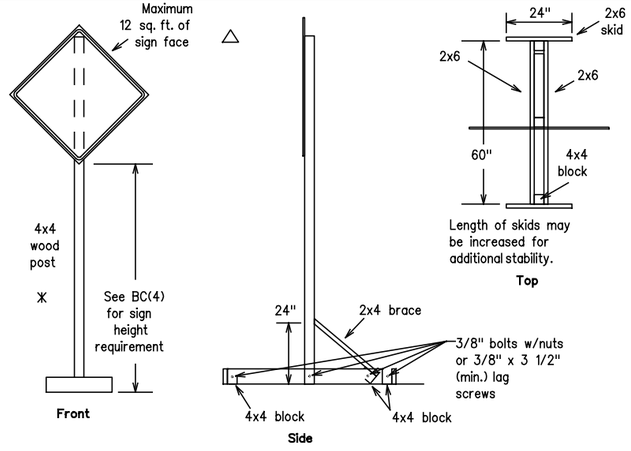
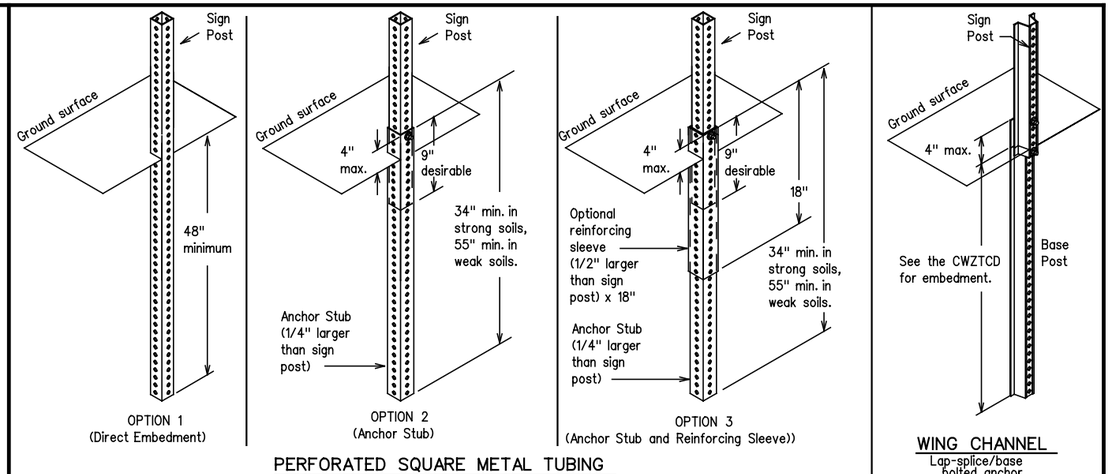




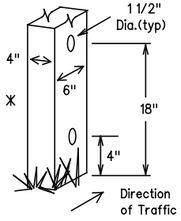
SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □



GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.



Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation • IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT
RIGHT X LANES CLOSED	RIGHT X LANES OPEN
CENTER LANE CLOSED	DAYTIME LANE CLOSURES
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE
EXIT CLOSED	RIGHT LN TO BE CLOSED
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI
XXXXXXXX BLVD CLOSED	

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE *	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXX TO XXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM- X PM
APR XX- XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

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Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

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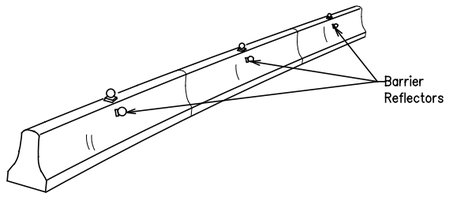
REVISIONS				INDIAN HILLS
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13				11

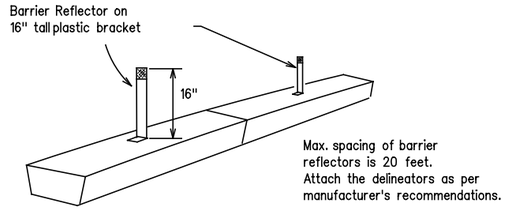
100

1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

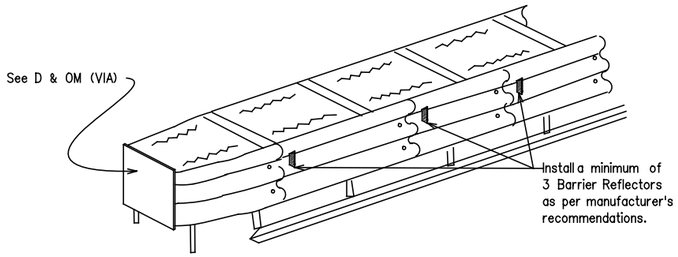


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)



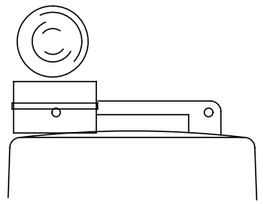
DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

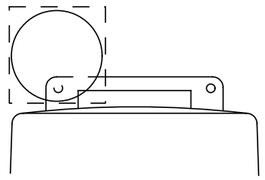
End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square.Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C Sheeting, meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

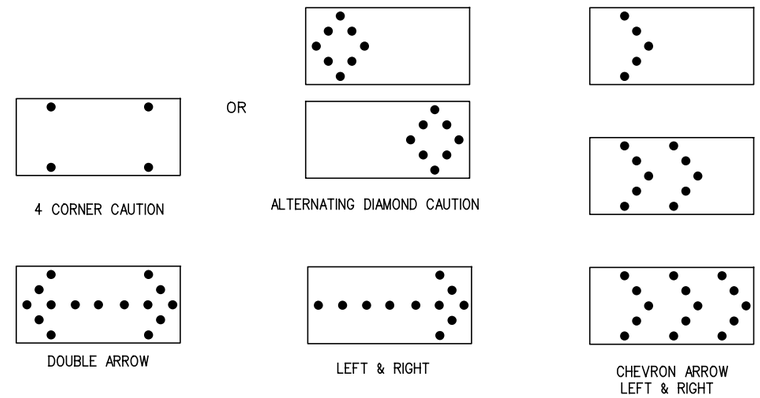
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BC(7)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

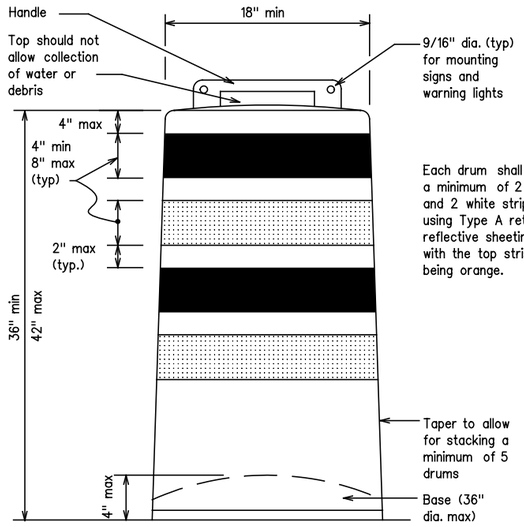
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

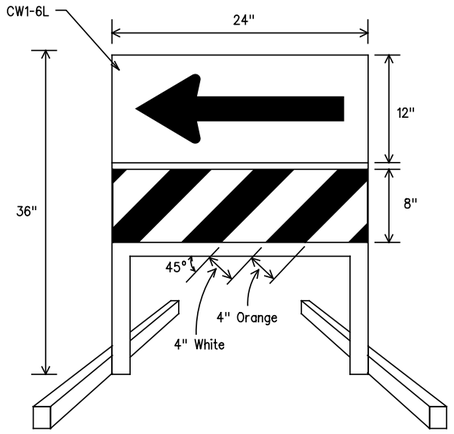
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

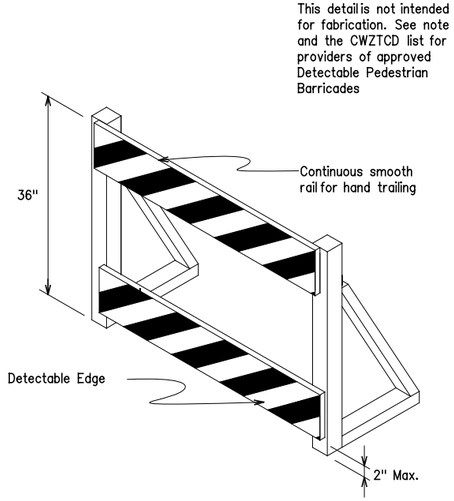
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





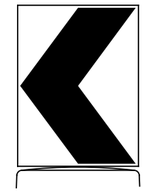
DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B or Type C Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

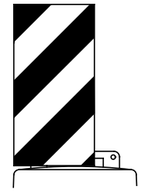


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or Type C Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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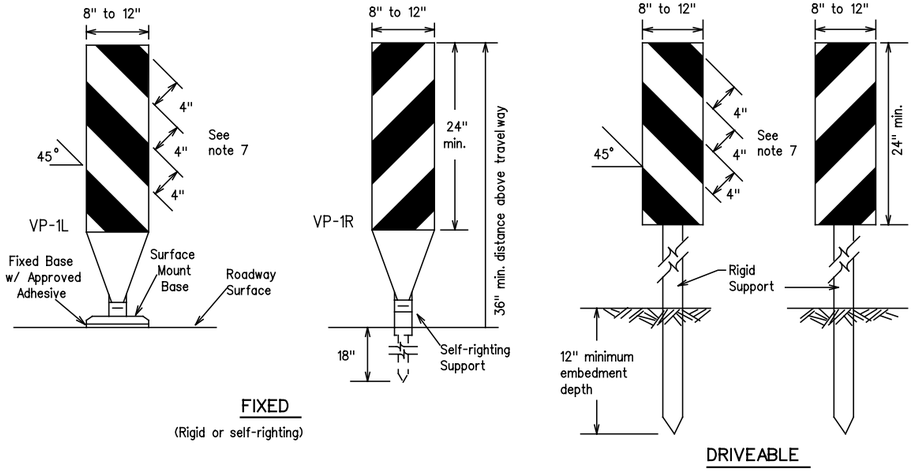
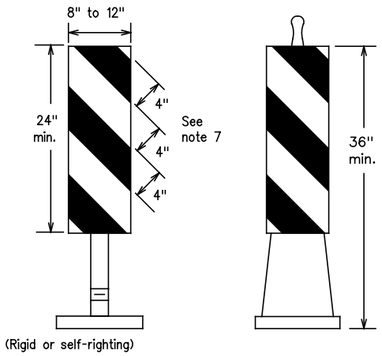


FIXED

(Rigid or self-righting)

DRIVEABLE

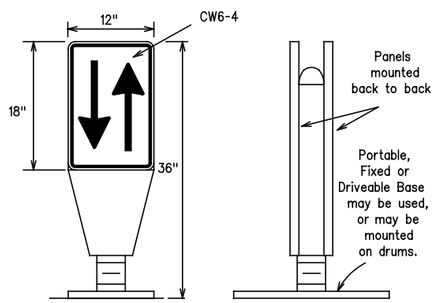


(Rigid or self-righting)

PORTABLE

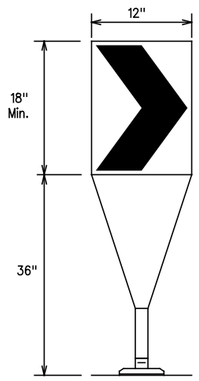
VERTICAL PANELS (VPs)

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



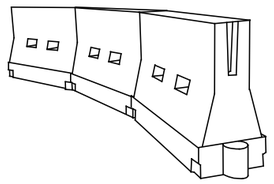
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L=WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* * Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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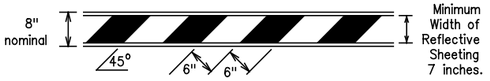
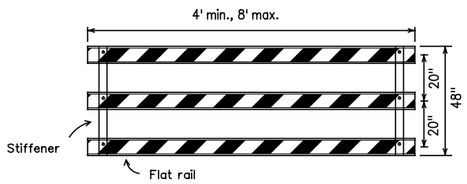
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



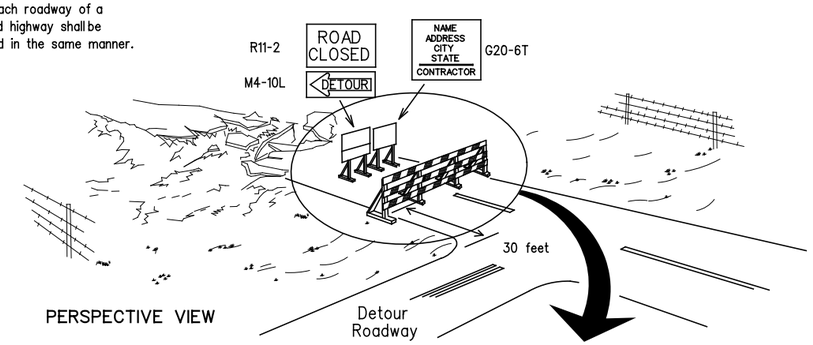
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

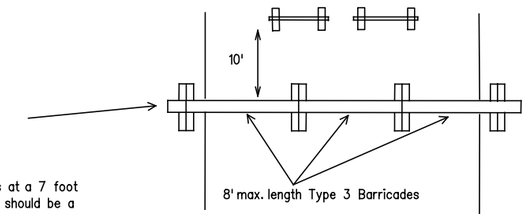
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

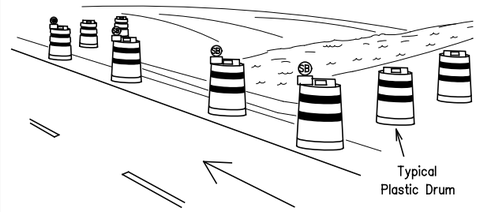
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

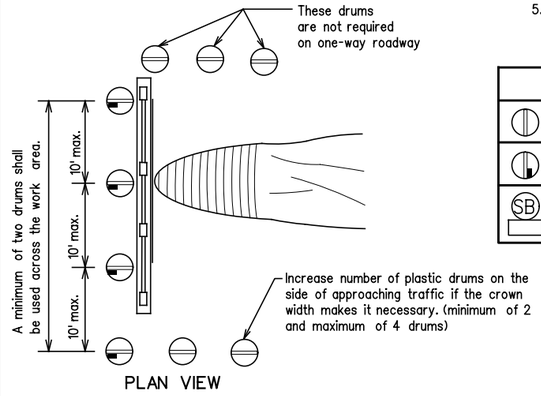
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

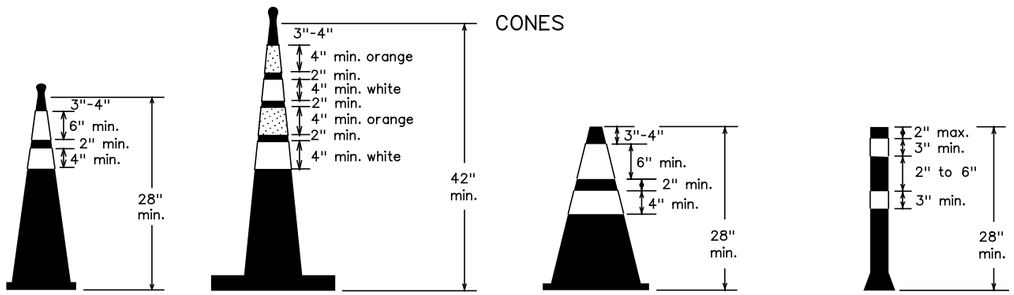
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

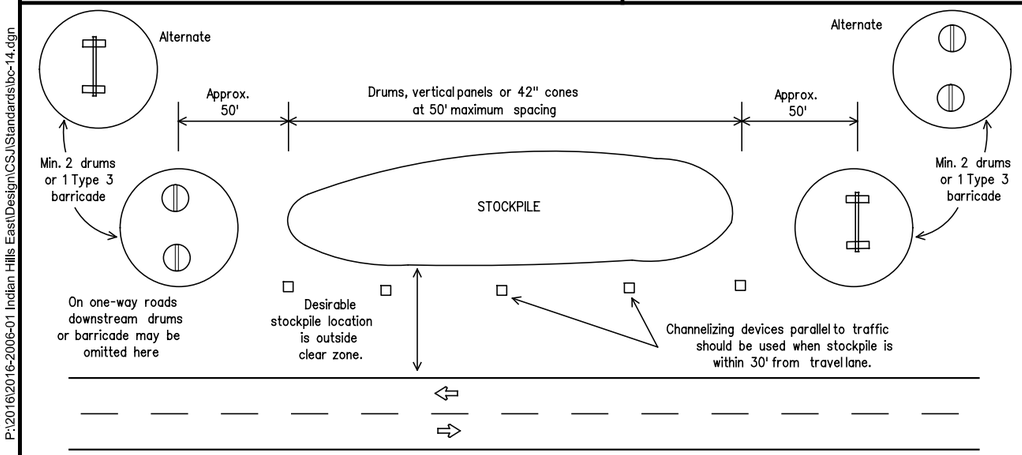
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

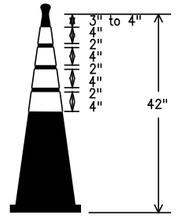
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

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Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

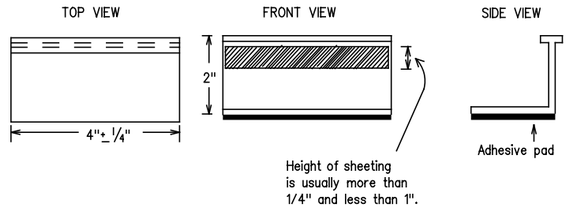
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				INDIAN HILLS
2-98 9-07	DIST	COUNTY		SHEET NO.
1-02 7-13				16
11-02 8-14				

105

DATE: 11/8/2016 4:43:58 PM
FILE: P:\2016\2016-2006-01 Indian Hills East\Design\CSJ\Standards\bc-14.dgn

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

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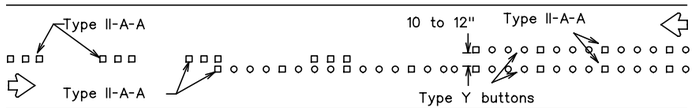
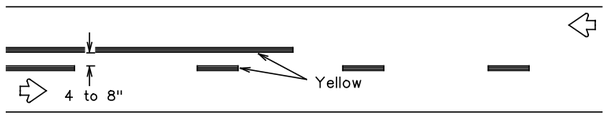
FILE: P:\2016\2016-2006-01 Indian Hills East\Design\CSJ\Standards\bc-14.dgn

PAVEMENT MARKING PATTERNS

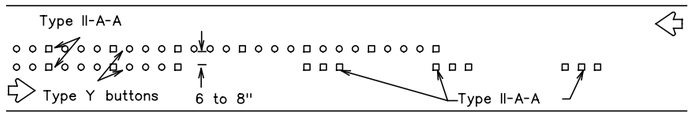
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



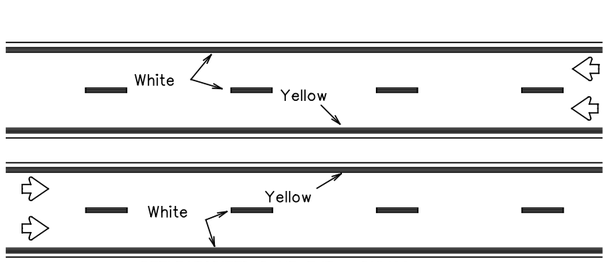
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



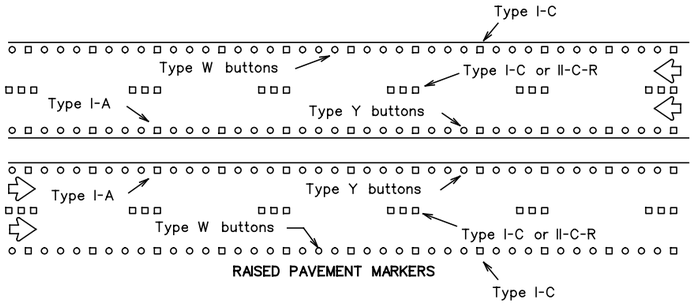
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



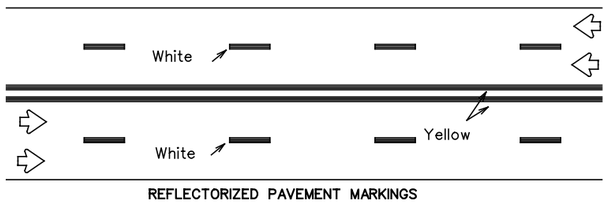
REFLECTORIZED PAVEMENT MARKINGS



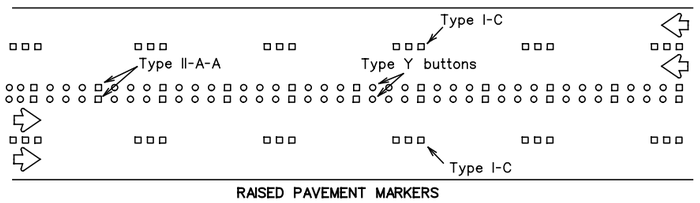
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



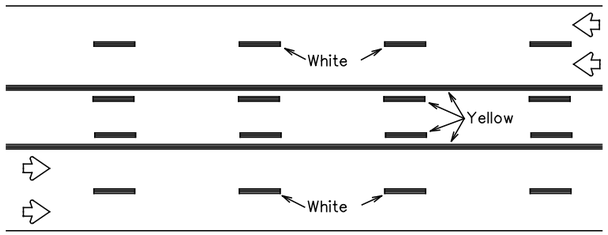
REFLECTORIZED PAVEMENT MARKINGS



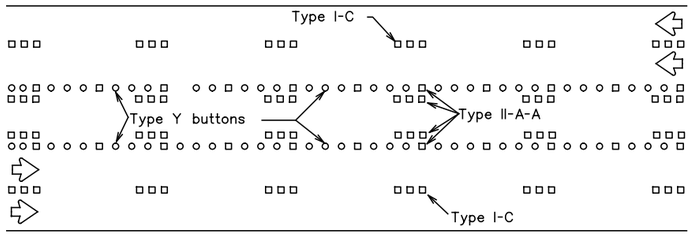
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

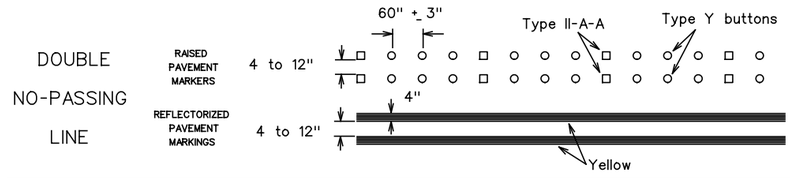
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

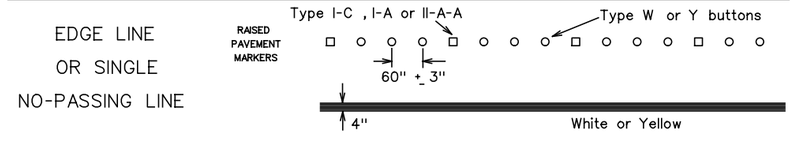
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

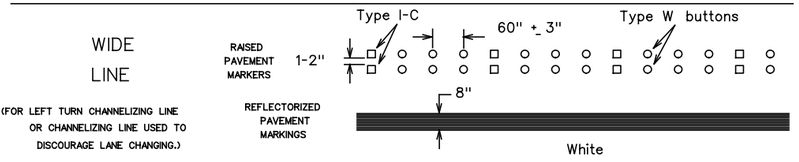


EDGE LINE OR SINGLE NO-PASSING LINE



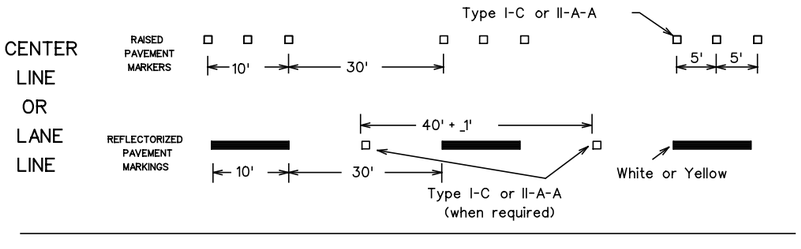
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

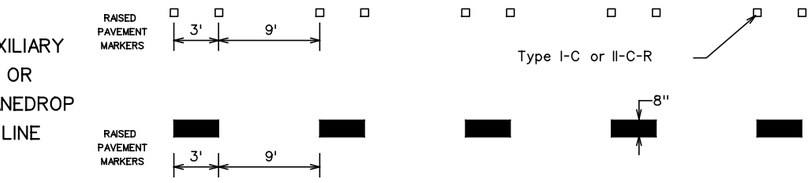


BROKEN LINES

CENTER LINE OR LANE LINE

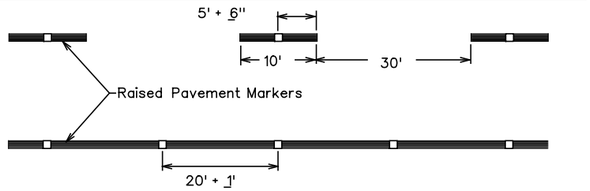


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

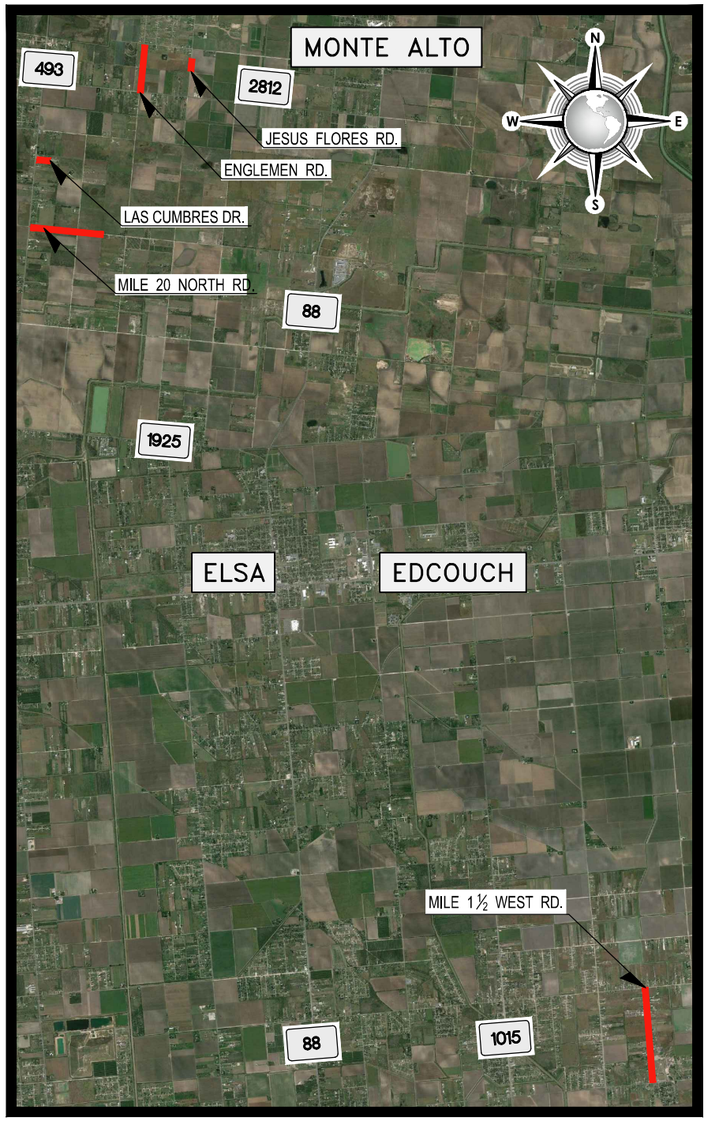
BC(12)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				INDIAN HILLS
1-97 9-07	DIST	COUNTY		SHEET NO.
2-98 7-13				17
11-02 8-14				

106

PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

HIDALGO COUNTY, TEXAS



LOCATION MAP

NOT TO SCALE

SHEET INDEX

SHEET	DWG. NO.	TITLE
1	T1	TITLE SHEET / VICINITY MAP
		CIVIL
2	C1	GENERAL NOTES
3	C2	LOCATION MAP
4	C3	LOCATION MAP
5	C4	ESTIMATED QUANTITIES
6	C5	CONTROL DATA
7	C6	EXIST. AND PROP. ROADWAY SECTIONS
8	C7	EXIST. AND PROP. ROADWAY SECTIONS
9	C8	EXIST. AND PROP. ROADWAY SECTIONS
10	C9	EXIST. TOPOGRAPHY AND CONTROL DATA - ENGLEMAN ROAD
11	C10	EXIST. TOPOGRAPHY AND CONTROL DATA - JESUS FLORES ROAD
12	C11	EXIST. TOPOGRAPHY AND CONTROL DATA - LAS CUMBRES ROAD
13	C12	EXIST. TOPOGRAPHY AND CONTROL DATA - MILE 1 ½ WEST ROAD
14	C13	EXIST. TOPOGRAPHY AND CONTROL DATA - MILE 1 ½ WEST ROAD
15	C14	EXIST. TOPOGRAPHY AND CONTROL DATA - MILE 20 NORTH ROAD
16	C15	ENGLEMAN ROAD IMPROVEMENTS FROM STA. 0+00 TO STA. 13+00
17	C16	ENGLEMAN ROAD IMPROVEMENTS FROM STA. 13+00 TO END
18	C17	JESUS FLORES ROAD IMPROVEMENTS FROM STA. 0+00 TO END
19	C18	LAS CUMBRES ROAD IMPROVEMENTS FROM STA. 0+00 TO END
20	C19	MILE 1 ½ WEST ROAD IMPROVEMENTS FROM STA. 0+00 TO STA. 13+00
21	C20	MILE 1 ½ WEST ROAD IMPROVEMENTS FROM STA. 13+00 TO STA. 26+50
22	C21	MILE 1 ½ WEST ROAD IMPROVEMENTS FROM STA. 26+50 TO STA. 40+00
23	C22	MILE 1 ½ WEST ROAD IMPROVEMENTS FROM STA. 40+00 TO END
24	C23	MILE 20 NORTH ROAD IMPROVEMENTS FROM STA. 0+00 TO STA. 12+50
25	C24	MILE 20 NORTH ROAD IMPROVEMENTS FROM STA. 12+50 TO STA. 25+50
26	C25	MILE 20 NORTH ROAD IMPROVEMENTS FROM STA. 25+50 TO END
27	C26	EXCAVATION DETAILS
28	C27	TXDOT STANDARDS-PM (1)-12-TYPICAL STANDARD PAVEMENT MARKINGS
29	C28	TXDOT STANDARDS-BC-(2)-13-BARRICADE AND CONSTRUCTION-PROJECT LIMIT
30	C29	TXDOT STANDARDS-BC-(4)-13-BARRICADE AND CONSTRUCTION-TEMPORARY SIGN NOTE STANDARDS
31	C30	TXDOT STANDARDS-BC-(7)-13-BARRICADE AND CONSTRUCTION-ARROW PANEL, REFLECTORS, WARNING LIGHTS AND ATTENUATOR
32	C31	TXDOT STANDARDS-EC(1) - 16-TEMPORARY EROSION CONTROL MEASURES
33	C32	TXDOT STANDARDS-EC(3) - 93-EROSION CONTROL DETAILS

APPROVED:

RAMON GARCIA
HIDALGO COUNTY JUDGE

DATE:

RECOMMENDED
FOR LETTING:_____ 2016

90% REVIEW SUBMITTAL

RAMON GARCIA
HIDALGO COUNTY JUDGE

A.C. CUELLAR JR.
COMMISSIONER PCT. No. 1

JOE M. FLORES
COMMISSIONER PCT. No. 3

EDUARDO "EDDIE" CANTU
COMMISSIONER PCT. No. 2

JOSEPH PALACIOS
COMMISSIONER PCT. No. 4

FEMA

PREPARED BY:

ICE
INTERNATIONAL CONSULTING ENGINEERS
T.B.P.E. FIRM REGISTRATION #F - 10837

Know what's below. Call before you dig.

CONSULTANT'S SHEET
PROJECT NO. 16100-17

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF LUIS J. NAVA P.E.# 94121 ON 11/07/16 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

ICE
INTERNATIONAL CONSULTING ENGINEERS
1722 N. CLOSNER BLVD., SUITE B
EDINBURG, TX. 78541
PHONE: 956.229.5404
FAX: 361.826.5806
T.B.P.E. FIRM REGISTRATION #F - 10837

REVISION NO. | DATE | BY | DESCRIPTION

HIDALGO COUNTY
PRECINCT NO. 1

1902 Joe Stephens Ave.
Weslaco, TX 78596
Tel. (956) 968-8733
Fax. (956)969-1417
A.C. CUELLAR JR.
County Commissioner PCT No. 1

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

TITLE SHEET / VICINITY MAP

DRAWING NO.
T1

SHEET 1 of 33

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\01_T1--COVER SHEET.dwg LAYOUT NAME: Model PLOTTED: Monday, November 07, 2016 - 2:35pm USER: Administrator

1. GENERAL NOTES

1. ALL CONSTRUCTION TO BE COORDINATED WITH HIDALGO COUNTY & TXDOT.
2. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH HIDALGO COUNTY AGENTS THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPEDE ANY DAILY ACTIVITY OF HIDALGO COUNTY LOCATED IN THIS SITE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAINING HIS EMPLOYEES AND SUBCONTRACTORS IN THE RECOGNITION AND AVOIDANCE OF UNSAFE CONDITIONS, AND IN THE REGULATIONS AND HAZARDS WHICH APPLY TO THE AREA IN WHICH THE WORK WILL TAKE PLACE.
4. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROTECTION OF PERSONS AND PROPERTY, AND FOR PROVIDING SAFE WORKING CONDITIONS THROUGHOUT THE WORK PROGRESS. ALL AREAS ADJACENT TO THE CONSTRUCTION AREA OR AFFECTED BY THE CONSTRUCTION MUST BE PROTECTED FROM DAMAGE, CLEANED, AND RESTORED TO THE ORIGINAL CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL CLEARANCES AND PERMITS AS NECESSARY, PRIOR TO THE COMMENCEMENT OF THE WORK.
6. WORK AREAS SHALL BE KEPT, AT ALL TIMES, FREE OF DEBRIS AND NON – HAZARDOUS MATERIAL TO THE SATISFACTION OF THE HIDALGO COUNTY. THE CONTRACTOR SHALL COORDINATE STORAGE OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK WITH THE HIDALGO COUNTY AFTER PROJECT COMPLETION, THE SITE SHALL BE CLEANED UP TO ITS CONDITION PRIOR TO THE START OF THE PROJECT TO THE SATISFACTION OF THE HIDALGO COUNTY.
7. THE SEQUENCE OF CONSTRUCTION SHALL BE SCHEDULED AND COORDINATED WITH THE HIDALGO COUNTY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING CONDITIONS, AND SHALL PERFORM FIELD MEASUREMENTS PRIOR TO FABRICATION AND/OR PURCHASE OF ANY MATERIAL AND SHALL CONTACT THE ENGINEER SHOULD EXISTING CONDITIONS BE DIFFERENT FROM THE DESIGN DRAWINGS FOR THIS PROJECT. CONFLICTS ARISING DUE TO LACK OF COORDINATION SHALL BE THE RESPONSIBILITY AND AT THE EXPENSE OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL NOT FABRICATE OR INSTALL MEMBERS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS, UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED. PRIOR TO FABRICATION OF INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE ENGINEER.
10. ANY REQUIRED CHANGES TO THE DRAWINGS RESULTING FROM THE ACCEPTANCE OF ALTERNATES AND/OR SUBSTITUTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER FOR APPROVAL.
11. ALL CONTRACT WORK IN THESE DRAWINGS SHALL BE CARRIED OUT IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING NATIONAL CODES AND STANDARDS:
    a. INTERNATIONAL BUILDING CODE, 2012 (IBC2012)
    b. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) 7–05
    c. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)
    d. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
    e. NATIONAL FIRE CODE (NFC)
    f. TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (2006)
12. THE CONTRACTOR SHALL DISPOSE OF ALL MATERIALS REMOVED WHICH ARE NOT TO BE REINSTALLED OR SALVAGED ON THE PROJECT. DISPOSAL OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
13. EXCAVATIONS SHALL NOT BE MADE DURING INCLEMENT WEATHER. WATER ACCUMULATION IN EXCAVATIONS EXCEEDING 1 INCH SHALL BE PUMPED OUT BEFORE THE CONCRETE IS PLACED.
14. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF TRENCH SAFETY PROGRAM. THE CONTRACTOR SHALL APPOINT A TRENCH SAFETY FOREMAN WHO WILL BE ON SITE AT ALL TIMES WHILE TRENCHING OR EXCAVATION IS BEING PERFORMED. ALL EXCAVATIONS AND BACKFILL OPERATIONS SHALL BE IN ACCORDANCE WITH THE LATEST OSHA EXCAVATIONS SAFETY STANDARDS, OSHA 2226 AND 29 CFR PART 1926 SUBPART P. THE CONTRACTOR SHALL PROVIDE AN EXCAVATION PLAN PREPARED BY AN ENGINEER REGISTERED IN THE STATE OF TEXAS. THE EXCAVATION PLAN SHALL INDICATE THE PROCEDURES TO BE USED BY THE CONTRACTOR TO COMPLY WITH THE OSHA REQUIREMENTS. THE EXCAVATION PLAN SHALL IDENTIFY THE 'COMPETENT PERSON' AS REQUIRED BY PARAGRAPH 1926.651 (K) (1) THAT WILL WORK WITH EACH CREW.
15. PERMITTING ASSOCIATED WITH THE PROJECT INCLUDES BUT ARE NOT LIMITED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) CONSTRUCTION SITE STORM WATER PERMIT NOTICE OF INTENT (NOI) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES UNDER THE TPDES CONSTRUCTION GENERAL PERMIT (TXR 150000). THIS PERMIT IS REQUIRED FOR CONSTRUCTION ACTIVITIES INCLUDING CLEARING, GRADING, AND EXCAVATION ACTIVITIES THAT DISTURB GREATER THAN THE TOTAL LAND AREA WITHIN THE PROJECT LIMITS.
16. CONTRACTOR SHALL MARK ALL AS–BUILT CONDITIONS FOR UTILITIES AND STORM SEWER ON THE PLAN AND SUBMIT TO THE ENGINEER AT END OF PROJECT.
17. THE CONTRACTOR SHALL VISIT THE PROJECT SITE IN ORDER TO BECOME FAMILIAR WITH THE SITE CONDITIONS PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR IS TO RESEARCH THE EXISTING CONDITIONS AND PROPOSED WORK TO BECOME FULLY AWARE OF THE INTENT OF THE WORK. THE CONTRACTOR WILL BE REQUIRED TO ACQUIRE ALL NECESSARY PERMITS AND PAY ASSOCIATED FEES.
18. THE DRAWING SHOWS AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED BY THE SURVEY CREWS AND FROM EXISTING RECORDS REGARDING THE LOCATION AND NATURE OF PIPELINES, STORM SEWER, WATERLINES, SANITARY SEWER, TELEPHONE CONDUITS, ETC. HOWEVER THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE SUCH UNDERGROUND FEATURES SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
19. UNDERGROUND UTILITY LINES SHOWN ON THE PLANS CONSTITUTE AN ATTEMPT BY THE ENGINEER TO LOCATE THESE LINES FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL FIELD LOCATE ALL UNDERGROUND UTILITY LINES AND MAKE PROVISIONS FOR THEIR PROTECTION. IN THE EVENT OF DAMAGE TO UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT ON THE DRAWINGS, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE. ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY OPERATING THE FACILITY. DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPORTED IMMEDIATELY TO THE OWNER OF THE UTILITY AND THE ENGINEER. THE COST OF DAMAGE AND/OR REPAIR TO SAID UTILITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO PAYMENT WILL BE MADE FOR DELAYS DUE TO UTILITY CONFLICTS.
20. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE CHANGES IN DRAINAGE, WATERLINE, AND SANITARY SEWER GRADES TO PERMIT THE LINES TO PASS ALL UNDERGROUND LINES, AS AUTHORIZED BY THE ENGINEER, AND IN ACCORDANCE WITH TCEQ'S 'TEXAS ADMINISTRATIVE CODE' CHAPTER 317, APPENDIX E, 'SEPARATION DISTANCES'.
21. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING PIPES WHICH ARE NO LONGER IN SERVICE. THE CONTRACTOR MUST EXPLORE AND RESEARCH THE SITUATION AND PROVIDE EVIDENCE TO THE OWNERS REPRESENTATIVE THAT THE EXISTING PIPE IS ABANDONED. ONCE IT IS AGREED THAT THE LINE IS ABANDONED, THEN THE CONTRACTOR SHALL REMOVE AND DISPOSE OF SAID PIPE. THIS GENERALLY APPLIES TO ALL WHEN REMOVING DRAINAGE CULVERTS. ACTIVE DRAINAGE CULVERTS MUST BE REINSTALLED IF THEY ARE REMOVED FOR THE PURPOSE OF CONSTRUCTION. ANY ABANDONED LINES TO REMAIN IN PLACE SHALL BE FULLY GROUTED.
22. TRENCH EXCAVATION SHALL NOT PRECEDE BACKFILL BY MORE THAN 200 FEET. NO TRENCH SHALL BE LEFT OPEN AFTER NORMAL WORKING HOURS.
23. PRIOR TO THE COMMENCEMENT OF ANY WORK AT PROJECT SITE, CONTRACTOR SHALL VERIFY WITH THE HIDALGO COUNTY THAT PROPOSED CONSTRUCTION METHODS WILL NOT INTERFERE OR IMPEDE DAILY ACTIVITY OF ANY FOR THE HIDALGO COUNTY LOCATED IN THIS SITE.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION OF EXISTING IMPROVEMENTS ON SITE, INCLUDING ABOVE GROUND AND UNDERGROUND. CONTRACTOR SHALL REMOVE BELOW – GRADE STRUCTURES TO THREE FEET BELOW NATURAL GRADE OR TO SUCH DEPTH AS MAY BE REQUIRED TO MAINTAIN SUBSURFACE STABILITY OF THE SOIL.
25. CONTRACTOR SHALL BACKFILL ALL VOIDS LEFT BY DEMOLITION AND COMPACT IN A MANNER SUITABLE TO FINAL IMPROVEMENTS.
26. ALL DEMOLISHED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE SITE UNLESS NOTED OTHERWISE ON THE DRAWINGS.
27. ANY DAMAGE TO EXISTING DRAINAGE, PRIVATE UTILITY, OR OTHER STRUCTURES SHALL BE REPAIRED TO PRE–CONSTRUCTION CONDITION AT CONTRACTOR'S EXPENSE.
28. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF THE PEDESTRIANS AND ALL VEHICULAR TRAFFIC FROM CONSTRUCTION RELATED ACTIVITIES DURING THE COURSE OF THIS PROJECT.
29. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNMENTAL ONE–CALL REQUIREMENTS AND OTHER REGULATIONS WITH REGARD TO EXISTING UNDERGROUND UTILITIES, PIPELINES, AND OTHER FACILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION.
30. ALL OPEN EXCAVATIONS SHALL BE ENCLOSED WITH ORANGE SAFETY FENCE AT ALL TIMES.
30. EXCESS EXCAVATED MATERIAL, MUCK, VEGETATION, BROKEN CONCRETE, RC PIPE, AND OTHER UNWANTED MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. THE COST OF ALL HAULING IS CONSIDERED SUBSIDIARY; THEREFORE, NO DIRECT PAYMENT WILL BE MADE TO THE CONTRACTOR.
31. THE QUANTITIES OF THE WORK AND MATERIALS SHOWN ON THE PLANS APPROXIMATELY REPRESENT THE WORK TO BE PERFORMED AND MATERIALS TO BE FURNISHED, AND ARE FOR THE PURPOSE OF COMPARING THE BIDS ON A UNIFORM BASIS. PAYMENT WILL BE MADE BY THE OWNER TO THE CONTRACTOR ONLY FOR THE ACTUAL QUANTITIES OF WORK PERFORMED OR MATERIALS FURNISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, AND IT IS UNDERSTOOD THAT QUANTITIES MAY INCREASE OR DECREASE WITHOUT IN ANY WAY INVALIDATING THE BID PRICE.
32. SEEDING FOR EROSION CONTROL SHALL BE APPLIED ON ALL NON – PAVED AREAS DISTURBED BY THE CONTRACTORS OPERATIONS, INCLUDING EMBANKMENTS, GRADED AREAS, LAYDOWN AREAS, ETC.,THE QUANTITY OF PURE LIVE SEED AND TYPE REQUIRED ARE INDICATED BELOW:

COMMON NAME	SCIENTIFIC NAME	LB/ACRE OF PURE LIVE SEED FOR MIXTURES	
		A	B
GREEN SPRANGLETOP	LEPTOCHLOA DUBIA	1.4	–
SIDEOATS GRAMA (PREMIER)	BOUTELOUA CURTIPENDULA	–	0.6
BERMUDA GRASS (HULLED)	CYNODON DACTYLON	7.4	–
BERMUDA GRASS (UNHULLED)	CYNODON DACTYLON	–	30.0
K–R BLUESTEM	ANDROPOGON ISCHAEMUM	1.2	1.5
BUFFALO GRASS	BUCHLOE DACTYLOIDES	4.2	–
ANNUAL RYE GRASS	LOLUIM MULTIFLORUM	5.0	20.0

MIXTURE – A: RECOMMENDED FOR SANDY SOILS PLANTED BETWEEN DECEMBER 1 THROUGH MAY 1.
MIXTURE – B: RECOMMENDED FOR ALL SOILS PLANTED BETWEEN MAY 2 THROUGH NOVEMBER 30.

33. THE FERTILIZING, SEEDING, AND WATERING OPERATIONS SHALL BE ACCOMPLISHED WITH EQUIPMENT SUITABLE FOR THE REQUIRED FUNCTION. CONTRACTOR SHALL FERTILIZE AND WATER TO ASSURE 95% OF THE SEEDED AREA HAS ESTABLISHED GROWTH WITHIN 45 CALENDAR DAYS. ESTABLISHED GROWTH IS DEFINED AS AT LEAST ONE PLANT PER SQUARE FOOT WITH NO BARE SPOTS LARGER THAN TEN (10) SQUARE FEET.
34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING SUFFICIENT TRAFFIC CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD TO ASSURE A SAFE CONDITION AND TO PROVIDE A MINIMUM OF INCONVENIENCE TO MOTORISTS. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (LATEST EDITION). SEE TxDOT REFERENCE SHEETS 29–34.
35. ALL TESTS REQUIRED TO VERIFY MATERIALS AND CONSTRUCTION SHALL BE PERFORMED BY A RECOGNIZED MATERIALS TESTING LABORATORY APPROVED BY THE ENGINEER. THE COST OF THE LABORATORY TESTING WILL BE BORNE BY THE COUNTY.
36. THE CONTRACTOR SHALL SUBMIT, FOR ENGINEER'S APPROVAL, TEST REPORTS FOR ALL MATERIALS TO BE USED IN THE PROJECT, TO VERIFY COMPLIANCE WITH THE PROJECT REQUIREMENTS. SUBMITTALS SHALL BE MADE AT LEAST 10 DAYS PRIOR TO INCORPORATING THE ITEM INTO THE WORK. IN–PLACE DENSITY TEST REPORTS VERIFYING COMPACTION OF MATERIALS (SUCH AS SUBGRADE, BASE, H.M.A.C.P., EMBANKMENT, ETC.) SHALL BE SUBMITTED TO THE ENGINEER WITHIN 7 DAYS FOLLOWING INSTALLATION OF THE MATERIAL.
37. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL AND SHALL NOTIFY TO THE HIDALGO COUNTY STREET DEPARTMENT A MINIMUM OF 72 HOURS IN ADVANCE OF CONSTRUCTION PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES, NO CONSTRUCTION SHALL COMMENCE WITH OUT NOTIFICATION AND APPROVED SUBMITTAL OF TRAFFIC CONTROL PLAN. CONTRACTOR SHALL SETUP TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", AND TXDOT PLAN IN SET. THE CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF PEDESTRIANS AND ALL TRAFFIC FROM CONSTRUCTION RELATED ACTIVITIES DURING THE COURSE OF THIS PROJECT.
38. THE CONTRACTOR SHALL NOTIFY PARTIES AFFECTED BY CONSTRUCTION ACTIVITIES A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION. THE FOLLOWING ARE TELEPHONE NUMBERS FOR THE ENTITIES MOST LIKELY TO BE AFFECTED:

TEXAS 811	811 TEXAS ONE CALL SYSTEM
TEXAS EXCAVATION SAFETY SYSTEM	(800) 344–8377
LONE STAR NOTIFICATION COMPANY	(800) 669–8344
AT&T	(800) 288–2020
CENTRAL POWER AND LIGHT (CP&L)	(800) 274–2611
AMERICAN ELECTRIC POWER (AEP TEXAS)	(877) 373–4858
SOUTHERN UNION GAS CO	(800) 743–2945
US SPRINT CP	(956) 948–3100
TIME WARNER CABLE (TWC)	(800) 222–5355
HIDALGO COUNTY PUBLIC UTILITY	(956) 681–1000

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY NO OTHER ENTITIES WILL BE AFFECTED.

2. SITE EXCAVATION AND GRADING

1. COMPLETELY REMOVE ALL TREES, SHRUBS, AND STUMPS FROM THE CONSTRUCTION AREA. REMOVE ALL CONCRETE SLABS, CONCRETE WALLS, FOUNDATIONS, ETC., ON THE SITE AS REQUIRED TO PROPERLY CONSTRUCT THE PROJECT.
2. BEFORE EXCAVATION HAS BEGUN, STRIP THE TOP 12" OF TOPSOIL FROM AREAS TO BE EXCAVATED OR OCCUPIED BY BUILDING, ROADS, WALKS, ETC., AND PILE IN DESIGNATED LOCATIONS WHERE IT WILL NOT INTERFERE WITH BUILDING OR UTILITY OPERATIONS. STRIPPED TOPSOIL SHALL BE FREE FROM LARGE STONES AND DEBRIS. USE TOPSOIL FOR FINISH GRADING. EXCESS TOPSOIL MAY BE USED FOR COMMON SITE FILLS IF AN ADEQUATE STOCKPILE IS RETAINED FOR FINISH GRADING.
3. ALL EXCAVATION IS TO BE UNCLASSIFIED; I.E., THE REMOVAL OF ALL MATERIALS AS ENCOUNTERED, WITH NO ADDITIONAL PAYMENTS FOR ROCK EXCAVATION EXCEPT FOR CHANGES IN WORK FROM THAT SHOWN ON THE CONTRACT DRAWINGS.
4. PERFORM EXCAVATION OF EVERY TYPE OF MATERIAL ENCOUNTERED WITHIN THE LIMITS OF THE PROJECT, TO THE LINES, GRADES AND ELEVATIONS INDICATED AND AS SPECIFIED HEREIN. PERFORM EXCAVATION AND FILLING IN A MANNER AND SEQUENCE THAT WILL PROVIDE DRAINAGE AT ALL TIMES.
5. KEEP ALL EXCAVATIONS DRY BY DIVERTING OR PUMPING SEEPAGE OR SURFACE WATER FROM EXCAVATIONS.
6. PLACE FILLS AT THE LOCATION AND TO THE LINES AND GRADES AS INDICATED. THE COMPLETE FILL SHALL CONFORM TO THE SHAPE OF THE TYPICAL SECTIONS INDICATED OR SHALL MEET THE REQUIREMENTS OF THE PARTICULAR CASE. ALL FILL, EXCEPT FILL UNDER THE BUILDING AREA, SHALL BE SOIL FILL. USE SATISFACTORY ON–SITE SOILS REMOVED FROM THE EXCAVATION TO FORM THE FILL. MATERIAL REQUIRED FOR FILLS IN EXCESS OF THAT PRODUCED BY EXCAVATING WITHIN THE GRADING LIMITS SHALL BE TAKEN FROM APPROVED OFF–SITE AREAS SELECTED BY THE CONTRACTOR. PLACE THE MATERIAL IN SUCCESSIVE HORIZONTAL LAYERS 8" IN LOOSE DEPTH AND COMPACT TO A MINIMUM OF 95% OF STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698 AT MOISTURE CONTENTS –1% TO +3% OF OPTIMUM.
7. SELECT NON–EXPANSIVE FILL MATERIAL SHALL CONFORM TO ANY ONE OF THE FOLLOWING SPECIFICATIONS:
    A. SELECT NON–EXPANSIVE FILL MATERIAL SHALL BE SOIL CLASSIFIED BY THE UNIFIED SOIL CLASSIFICATION SYSTEM (USCS) IN ACCORDANCE WITH ASTM D2487 AS A SC, GC OR CL SOIL (OR A COMBINATION OF THESE MATERIALS). SELECT NON–EXPANSIVE FILL MATERIAL SHALL HAVE A PLASTICITY INDEX BETWEEN 7 AND 18, A MAXIMUM LIQUID LIMIT OF 40, AND SHALL HAVE A MAXIMUM PARTICLE SIZE OF 2'.
    OR
    B. SELECT NON–EXPANSIVE FILL SHALL CONFORM TO TxDOT ITEM 247, FLEXIBLE BASE, TYPE E, GRADE4 .
    OR
    C. SELECT NON–EXPANSIVE FILL SHALL BE LIME STABILIZED SUBGRADE MATERIALS IN ACCORDANCE WITH TxDOT ITEM 260. STABILIZED SUBGRADE WITH 6% LIME BASED ON THE MAXIMUM DRY UNIT WEIGHT OF THE SUBGRADE AS DETERMINED BY ASTM D698.
8. COMPLETE ALL GRADING NECESSARY TO BRING THE ENTIRE AREA SHOWN ON THE DRAWINGS TO THE SUBGRADE LEVELS INDICATED ON THE PLANS AND DETAILS. GRADES NOT OTHERWISE INDICATED SHALL BE UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN, OR BETWEEN SUCH POINTS AND EXISTING FINISH GRADES. ROUND OFF ABRUPT CHANGES IN SLOPES.
9. THE TOP 12" OF EXCAVATED AREAS, FILL AREAS OR OTHER DISTURBED AREAS OUTSIDE OF THE BUILDING, PAVING, SIDEWALKS, ETC., SHALL BE TOP SOIL, GRADED TO THE ELEVATIONS SHOWN ON THE PLANS. FINE GRADE THE TOP SOIL WITH HAND TOOLS, RAKE TO A FINE, EVEN SURFACE AND LEAVE IN CONDITION FOR SEEDING AND / OR SODDING.
10. STRIPPING TOP SOIL FROM FILL AREAS THAT ARE NOT UNDER BUILDINGS, PARKING LOT, WALKS, ETC., IS NOT REQUIRED. BEFORE STARTING THE FIRST LIFT OF FILL, SCARIFY, MOISTURE CONDITION AND COMPACT THE TOP 6" OF EXISTING MATERIAL TO A MINIMUM OF 95% OF STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698 AT MOISTURE CONTENTS – 1% TO + 3% OF OPTIMUM.
11. PAVEMENT MATERIALS, THICKNESS AND INSTALLATION SHALL BE AS SHOWN ON THE PLANS AND DETAILS.
12. ALL DISTURBED AREAS OF THE SITE MUST HAVE VEGETATION RE–ESTABLISHED BY THE CONTRACTOR.
13. THE CONTRACTOR SHALL SUBMIT A PLAN FOR ESTABLISHING VEGETATION ON ALL DISTURBED AREAS OF THE SITE. THE METHOD FOR ESTABLISHING VEGETATION SHALL BE PRE–APPROVED BY THE ENGINEER.
14. AT A MINIMUM, ALL DISTURBED AREAS SHALL BE RE–SEEDED WITH BERMUDA GRASS AND WATERED A MINIMUM OF THREE MONTHLY CYCLES. WATER SHALL BE APPLIED EVERY TWO WEEKS AT THE RATE OF 6,800 GALLONS PER ACRE PER WATERING. WATER SHALL BE APPLIED SO AS NOT TO CAUSE EXCESSIVE EROSION.
15. AREAS OF EROSION THAT OCCUR BEFORE VEGETATION IS ESTABLISHED SHALL BE IMMEDIATELY RESHAPED AND REPAIRED BY THE CONTRACTOR TO THE LINES AND GRADES SHOWN ON THE GRADING PLANS TO THE SATISFACTION OF THE ENGINEER. NO ADDITIONAL PAYMENT WILL BE MADE FOR EROSION REPAIR WORK.
16. AS DIRECTED BY THE ENGINEER THE CONTRACTOR SHALL ADJUST THE RATE AND FREQUENCY OF WATERING TO ACCOUNT FOR ACTUAL FIELD CONDITIONS SUCH AS RAIN, SOIL TEMPERATURE, AIR TEMPERATURE, SUNNY VS. CLOUDY DAYS, ETC. INCREASING THE GALLONS PER WATERING TO DECREASE THE NUMBER OF WATERINGS WILL NOT BE PERMITTED.
17. RE–VEGETATION OF THE SITE IS REQUIRED FOR COMPLIANCE WITH STORM WATER POLLUTION PREVENTION REGULATIONS AND IS INDEPENDENT OF LANDSCAPING REQUIREMENTS. ALL DISTURBED AREAS OF THE SITE MUST BE RE–VEGETATED REGARDLESS OF FUTURE LANDSCAPE DESIGNS.
18. THE FOLLOWING PARTIAL LISTING OF SUBMITTALS SHALL BE FORWARDED TO THE ENGINEER FOR REVIEW. THE WORK ASSOCIATED WITH THESE ITEMS SHALL NOT COMMENCE UNTIL THE SUBMITTALS HAVE BEEN REVIEWED AND APPROVED BY THE ENGINEER.
19. SUBMIT GRADATION, ATTERBURG LIMITS, AND MOISTURE DENSITY CURVES FOR EACH TYPE OF EXISTING SUBGRADE ENCOUNTERED AND FOR EACH TYPE OF FILL MATERIAL USED.
20. SUBMIT MIX DESIGNS WITH TEST DATA FOR EACH TYPE AND STRENGTH OF CONCRETE SPECIFIED.
21. SUBMIT REINFORCING STEEL SHOP DRAWINGS DETAILING REINFORCEMENT FABRICATION AND BAR PLACEMENT. THE SHOP DRAWINGS SHALL INCLUDE A COMPLETE BILL OF MATERIALS FOR ALL REINFORCING STEEL, WHICH IS REFERENCED TO THE INFORMATION ON THE SHOP DRAWINGS. THE SHOP DRAWINGS SHALL PROVIDE SUFFICIENT DETAIL TO PERMIT PLACEMENT OF THE REINFORCEMENT WITHOUT THE USE OF THE DESIGN DRAWINGS.
22. SUBMIT DESCRIPTIVE LITERATURE, BULLETINS, TECHNICAL DATA SHEETS, MATERIAL SAFETY DATA SHEETS, AND INSTALLATION INSTRUCTIONS FOR CONSTRUCTION AND CONTROL JOINT MATERIALS / FILLERS AND OTHER MISCELLANEOUS APPURTENANCES AND PRODUCTS SPECIFIED HEREIN. SUBMITTALS FOR PRECAST OR PREFABRICATED ASSEMBLIES SHALL BEAR THE SEAL OF AN ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS CERTIFYING THAT THE PRODUCT MEETS ALL APPLICABLE DESIGN CONDITIONS AND CONFORMS TO GOVERNING CODE REQUIREMENTS.
23. SUBMIT ANY PROPOSED SUBSTITUTIONS TO THE ITEMS SPECIFIED HEREIN OR IN THE SPECIFICATIONS. OWNER RESERVES THE RIGHT TO REJECT ANY PROPOSED SUBSTITUTION IN FAVOR OF THAT SPECIFIED.

TESTING SCHEDULE

DESCRIPTION	RATE	QUANTITY
SOILS:		
STANDARD PROCTOR – SUBGRADE	PER STREET	1
DENSITIES – SUBGRADE (PAVEMENT)	PER 325 SY	1
CALICHE BASE:		
SEIVE ANALYSIS	PER 3000 CY	1
ATTERBURG LIMITS	PER 3000 CY	1
MODIFIED PROCTOR	PER 3000 CY	1
L.A. ABRASION	PER 3000 CY	1
CBR (STANDARD)	PER MATERIAL SOURCE	1
DENSITIES OF COMPACTED BASE (PAVEMENT)	PER 325 SY	1
WET BALL MILL TEST	PER MATERIAL SOURCE	1
TRIAXIAL TEST	PER MATERIAL SOURCE	1
HOT–MIX ASPHALT CONCRETE (HMAC):		
EXTRACTION, SIEVE ANALYSIS	PER 500 TONS OR DAY	1
LAB DENSITY & STABILITY	PER 500 TONS OR DAY	1
THEORETICAL DENSITY (RICE METHOD)	PER 500 TONS OR DAY	1
TEMPERATURE – DURING LAY–DOWN	CONTINUOUS AS NEEDED	–
THICKNESS – IN PLACE (CORE)	PER 1000 LF	1
% AIR VOIDS – IN PLACE (CORE)	PER 1000 LF	1
% THEORETICAL DENSITY – IN PLACE (CORE)	PER 1000 LF	1
CONCRETE: (UNCONFINED COMPRESSION, 7, 14, & 28 DAY)	PER 4000 SF	1

NOTE: CONTRACTOR TO COORDINATE WITH ENGINEER FOR MATERIAL TESTING AND LOCATION.

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CONSULTANT'S SHEET
PROJECT NO. 16100–17

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FAX: 361.826.5866
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REVISION NO.	DATE	BY	DESCRIPTION

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A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

GENERAL NOTES

DRAWING NO.
C1
SHEET 2 of 33

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Wk 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\02–C1–GENERAL NOTES.dwg LAYOUT NAME: Model PLOTTED: Monday, November 07, 2016 – 2:35pm USER: Administrator

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HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

LOCATION MAP

DRAWING NO.

C2

SHEET 3 of 33

REVISION NO.	DATE	BY	DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\03-C2-LOCATION MAP - .dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:35pm USER: Administrator

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HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

LOCATION MAP

DRAWING NO.
C3

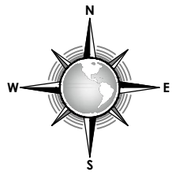
SHEET 4 of 33

REVISION NO.	DATE	BY	DESCRIPTION

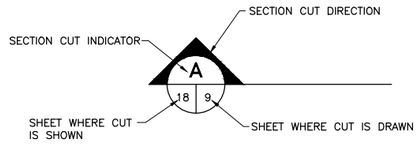
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\04-C3-LOCATION MAP - .dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:36pm USER: Administrator

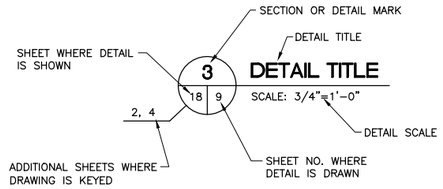
ESTIMATED QUANTITIES SUMMARY – TOTALS

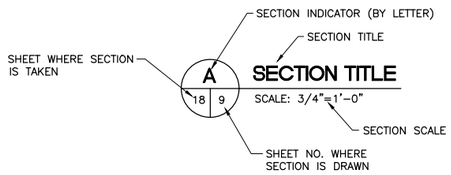
ITEM	DESCRIPTION	UNIT	QUANTITY
	HIDALGO COUNTY, TEXAS		
	MILE 1.5 WEST IMPROVEMENTS BASE BID:		
A1	TRAFFIC CONTROL	LS	1
A2	SIGNS	LS	1
A3	EXCAVATION (PAVEMENT AND 4" CALICHE)	CY	2,607
A4	LIME	TNS	45
A5	6" NEW CALICHE FLEXIBLE BASE (COMPACTED IN PLACE)	SY	16,426
A6	PRIME COAT (MC-30)	Gal	2,933
A7	2" ASPHALT Ty "D"	TNS	1,605
A8	REGRADE ROADSIDE DITCH	LF	10,260
	JESUS FLORES RD IMPROVEMENTS BASE BID:		
B1	TRAFFIC CONTROL	LS	1
B2	SIGNS	LS	1
B3	EXCAVATION (PAVEMENT AND 4" CALICHE)	CY	296
B4	LIME	TNS	5
B5	6" NEW CALICHE FLEXIBLE BASE (COMPACTED IN PLACE)	SY	1,867
B6	PRIME COAT (MC-30)	Gal	333
B7	2" ASPHALT Ty "D"	TNS	182.4
B8	REGRADE ROADSIDE DITCH	LF	1,200
	ENGLEMEN RD IMPROVEMENTS BASE BID:		
C1	TRAFFIC CONTROL	LS	1
C2	SIGNS	LS	1
C3	EXCAVATION	CY	52
C4	6" NEW CALICHE FLEXIBLE BASE (COMPACTED IN PLACE)	SY	7,480
C5	REGRADE ROADSIDE DITCH	LF	5,280
	LAS CUMBRES DR. IMPROVEMENTS BASE BID:		
D1	TRAFFIC CONTROL	LS	1
D2	SIGNS	LS	1
D3	EXCAVATION (PAVEMENT AND 4" CALICHE)	CY	403
D4	LIME	TNS	6.65
D5	6" NEW CALICHE FLEXIBLE BASE (COMPACTED IN PLACE)	SY	2,417
D6	PRIME COAT (MC-30)	Gal	500
D7	2" ASPHALT Ty "D"	TNS	276
D8	REGRADE ROADSIDE DITCH	LF	1,500
	MILE 20 NORTH RD IMPROVEMENTS BASE BID:		
E1	TRAFFIC CONTROL	LS	1
E2	SIGNS	LS	1
E3	EXCAVATION	CY	52
E4	6" NEW CALICHE FLEXIBLE BASE (COMPACTED IN PLACE)	SY	10,472
E5	REGRADE ROADSIDE DITCH	LF	7,392



NORTH ARROW







LEGEND

EXISTING LEGEND

- FENCE
- OVERHEAD ELECTRICAL
- WATER
- SANITARY SEWER
- STORM
- GUY WIRE
- POWER POLE
- WATER VALVE
- FIRE HYDRANT
- EDGE OF BANK
- CONTOUR
- RIGHT-OF-WAY
- FOUND 1/2" IRON ROD
- FOUND 3/4" IRON PIPE
- FOUND 5/8" IRON ROD

PROPOSED LEGEND

- CONCRETE
- SIGN
- SCF — SEDIMENT CONTROL FENCE
- 0.00TA — TOP OF ASPHALT GRADE
- 0.00TC — TOP OF CONCRETE ELEVATION
- 73.1 — SWALE FLOWLINE
- REGRADE EXIST DITCH
- FLOW DIRECTION
- P — PLUG AT END
- LIMITS OF ASPHALT REPAIR
- LIMITS OF PROPOSED SEEDING
- MANHOLE
- FIRE HYDRANT
- WATER VALVE
- 6"W — WATER LINE
- C — WATER LINE CONNECTION

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

ESTIMATED QUANTITIES

DRAWING NO.
C4

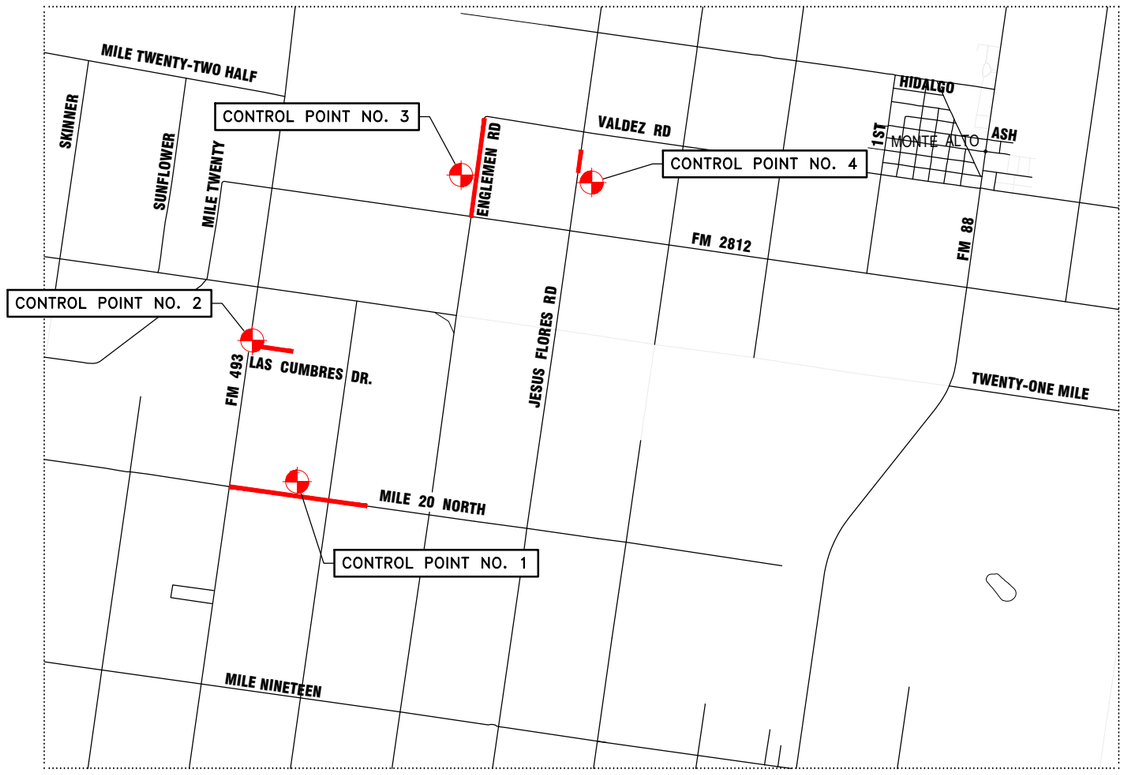
SHEET 5 of 33

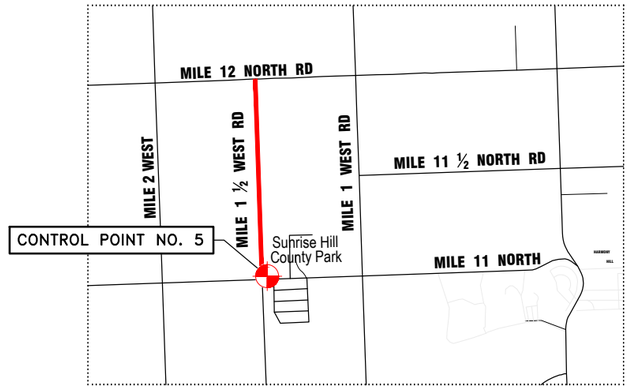
REVISION NO. | DATE | BY | DESCRIPTION

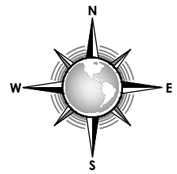
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\05-C4-ESTIMATED QUANTITIES.dwg LAYOUT NAME: Model PLOTTED: Monday, November 07, 2016 - 2:36pm USER: Administrator

CONTROL POINT DATA

CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	"CUT IN CONC. ON NW HEADWALL OF CONC CANAL	16652527.71	1139386.95	68.30
2	"CUT IN CONC. ON SW COR. OF PARKING LOT CURB	16656417.23	1138743.27	62.02
3	1/2" REBAR	16660858.16	1144688.89	61.34
4	60d NAIL ON ASPHALT	16660792.52	1147387.24	58.33
5	1/2" REBAR NEAR SW COR. OF LIFT STATION	16652527.71	1139386.95	68.30







LEGEND	
	= CONTROL POINT

A — EXISTING TOPOGRAPHY & CONTROL DATA (C3 | C3)
SCALE: 1"=100'

2000 0 2000 4000
SCALE: 1"=2000'

SURVEY DATUM
HORIZONTAL: NAD 83
VERTICAL: NAVD 88

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CONSULTANT'S SHEET
PROJECT NO. 16100-17

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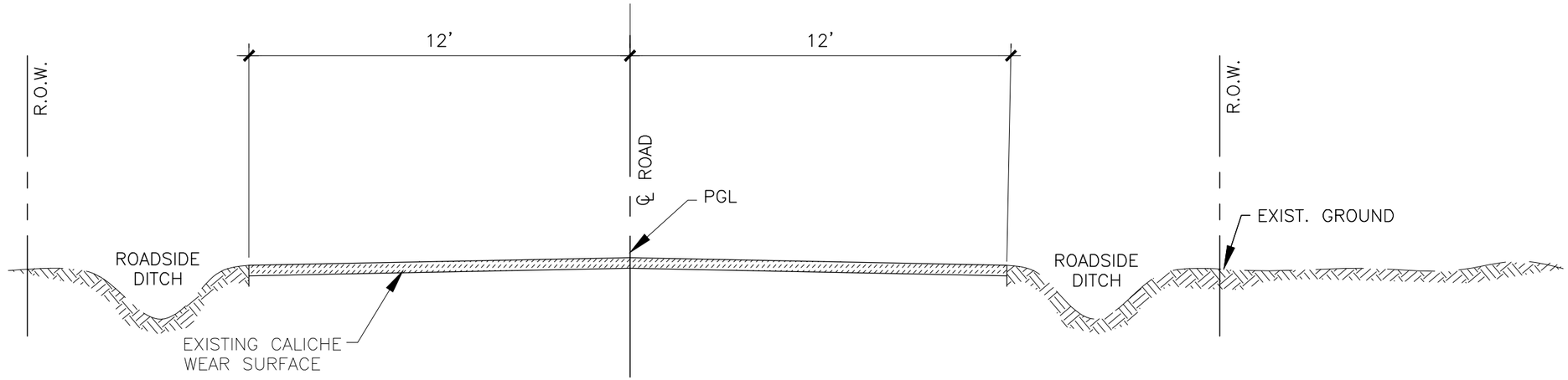
HIDALGO COUNTY PRECINCT No. 1 AREA ROAD DISTRESS MAINTENANCE

CONTROL DATA

DRAWING NO. C5
SHEET 6 of 33

REVISION NO. | DATE | BY | DESCRIPTION

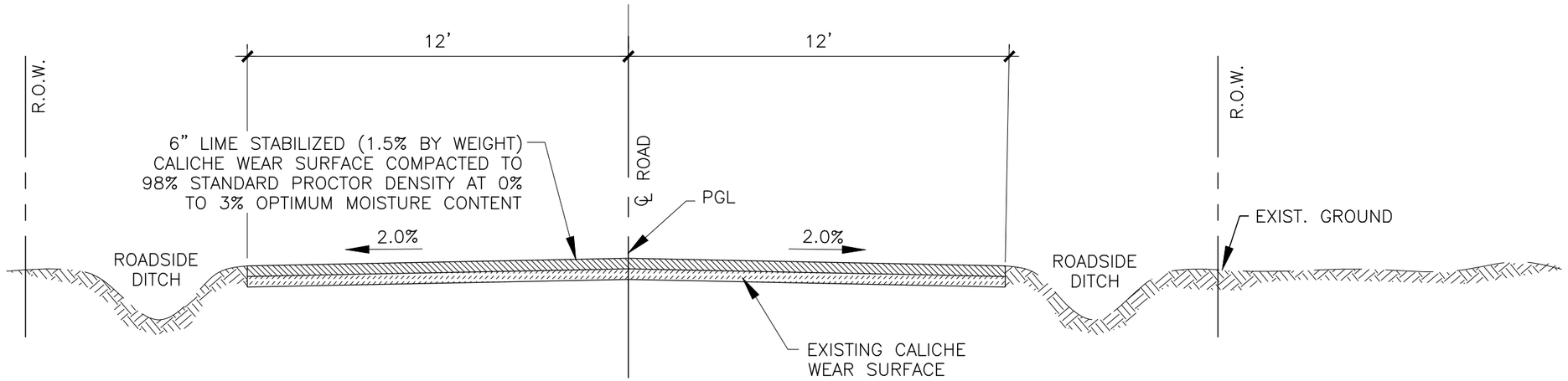
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No-1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\06-C5-CONTROL DATA.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:36pm USER: Administrator



EXISTING TYPICAL ROADWAY SECTION

SCALE: N.T.S.

MILE 20 NORTH ROAD
ENGLEMAN ROAD



PROPOSED TYPICAL ROADWAY SECTION

SCALE: N.T.S.

MILE 20 NORTH ROAD
ENGLEMAN ROAD

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

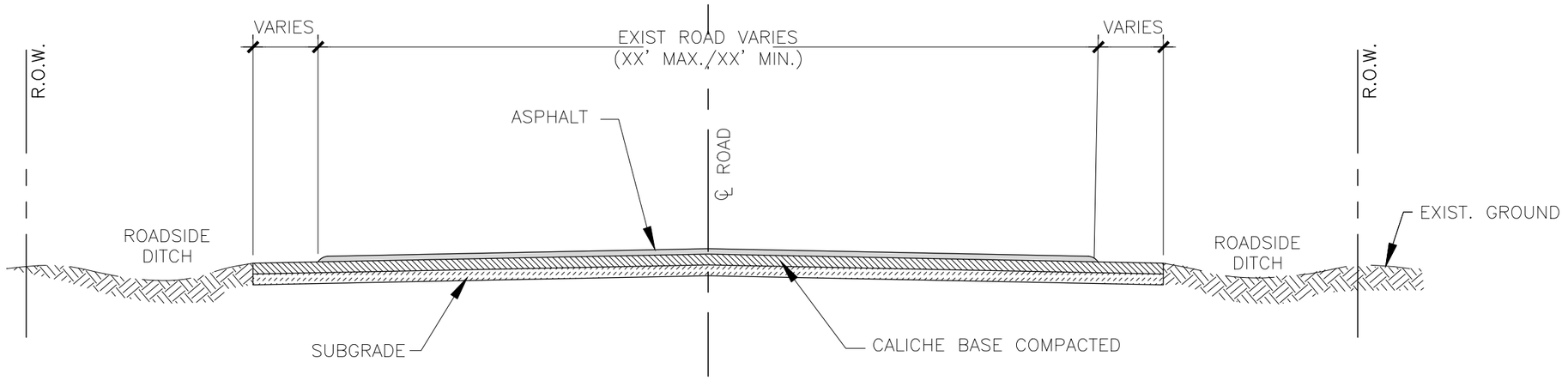
PROPOSED ROADWAY SECTIONS

DRAWING NO.
C6

SHEET 7 of 33

REVISION NO.	DATE	BY	DESCRIPTION

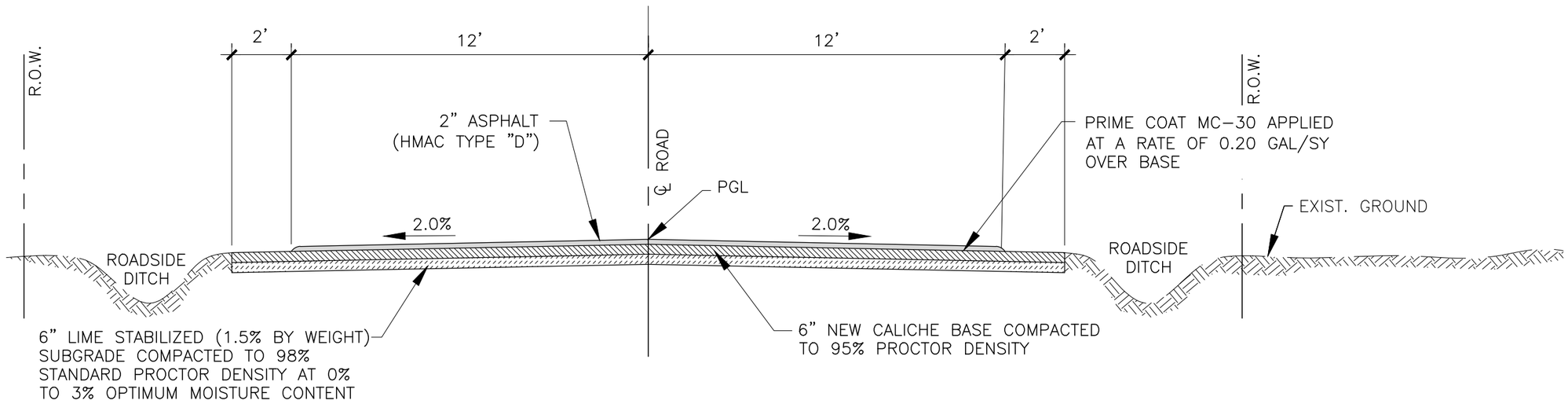
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\07-C6-EXIST. AND PROP. ROADWAY SECTIONS.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:36pm USER: Administrator



EXISTING TYPICAL ROADWAY SECTION

SCALE: N.T.S.

MILE 1 1/2 NORTH ROAD
JESUS FLORES ROAD



PROPOSED TYPICAL ROADWAY SECTION

SCALE: N.T.S.

MILE 1 1/2 NORTH ROAD
JESUS FLORES ROAD

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

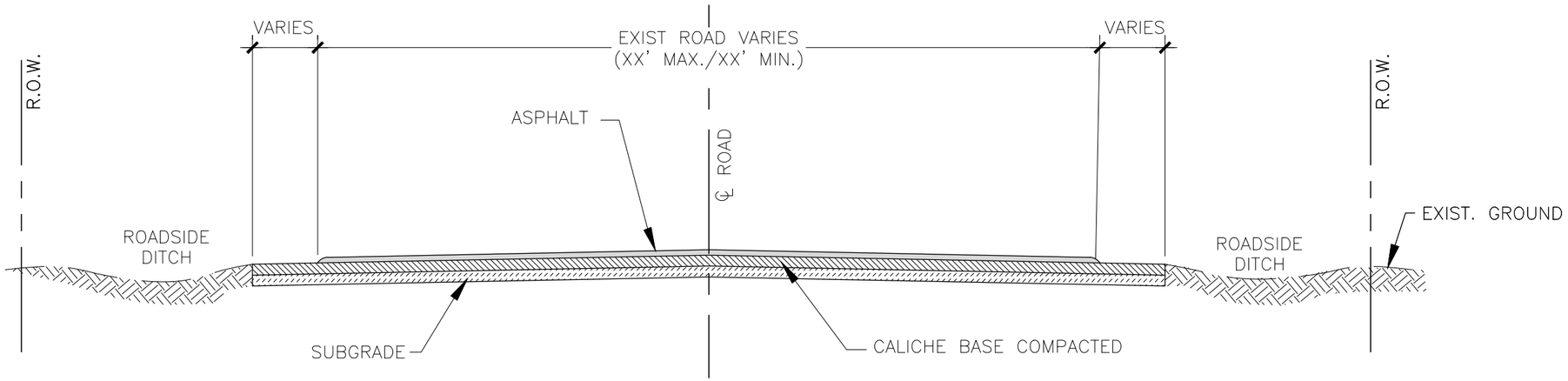
PROPOSED ROADWAY SECTIONS

DRAWING NO.
C7

SHEET 8 of 33

REVISION NO. | DATE | BY | DESCRIPTION

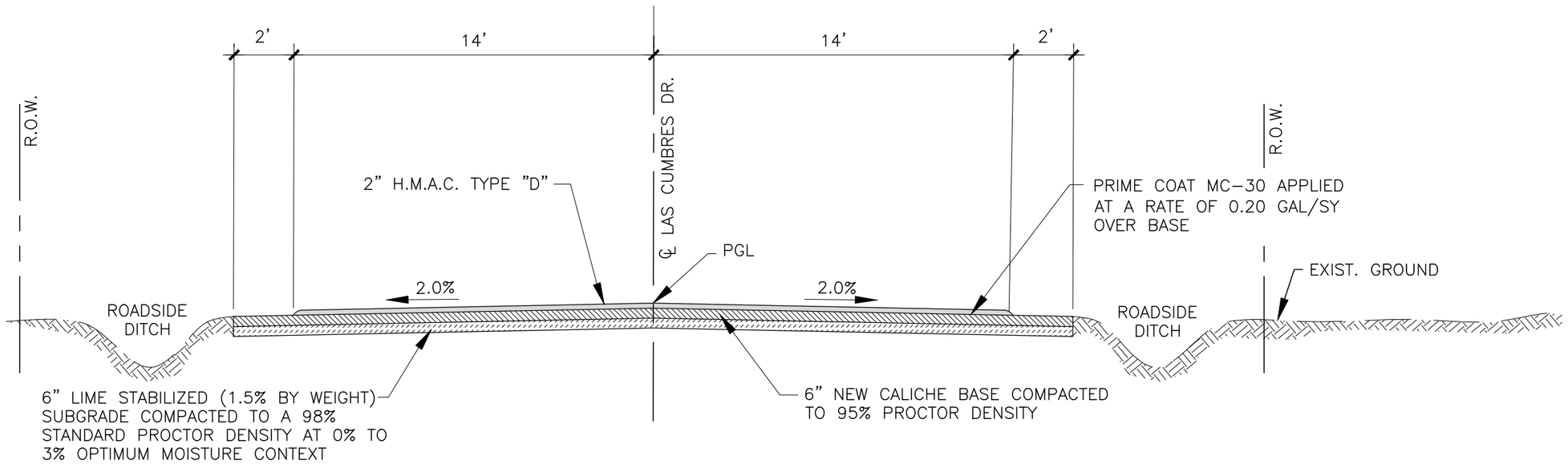
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\08-C7-EXIST. AND PROP. ROADWAY SECTIONS.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:37pm USER: Administrator



EXISTING TYPICAL ROADWAY SECTION

SCALE: N.T.S.

LAS CUMBRES DRIVE



PROPOSED TYPICAL ROADWAY SECTION

SCALE: N.T.S.

LAS CUMBRES DRIVE

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

PROPOSED ROADWAY SECTIONS

DRAWING NO.
C8

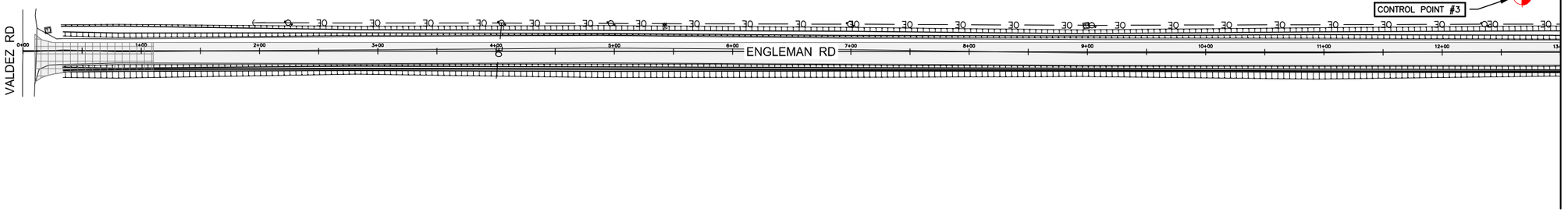
SHEET 9 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Wite 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\09-C8-EXIST. AND PROP. ROADWAY SECTIONS.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:37pm USER: Administrator

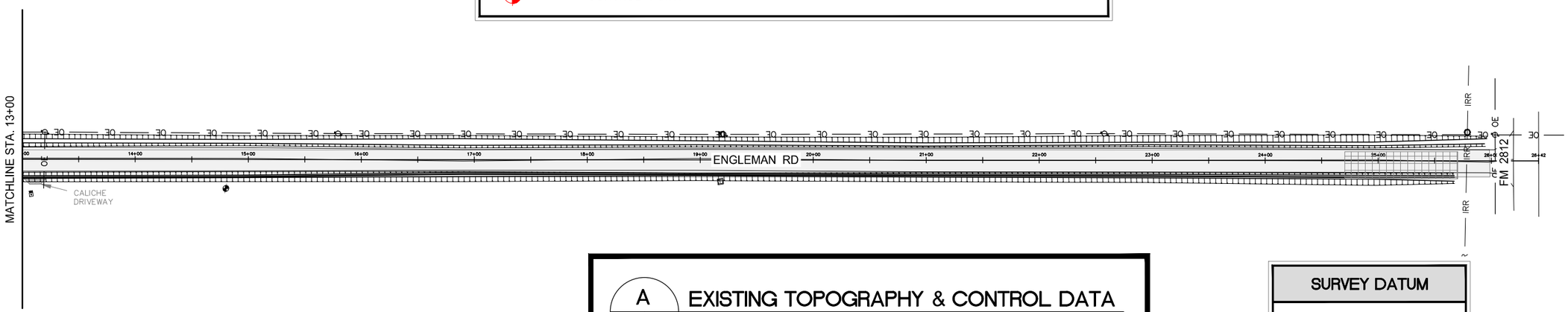
CONTROL POINT DATA

CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
3	1/2" REBAR	16660858.16	1144688.89	61.34



LEGEND

—□—		⋈	= EXISTING GAS MARKER
—X—	= EXISTING CHAINLINK FENCE	←	= EXISTING GUY WIRE
—OH—	= EXISTING OVERHEAD ELECTRIC LINE	☎	= EXISTING TELEPHONE PEDESTAL
69.60 NG	= NATURAL GROUND	▣	= EXISTING WATER METER
70.32 SE	= PAVEMENT SURFACE ELEVATION	⌑	= EXISTING POWER POLE
	= CONTROL POINT	○	= EXISTING IRRIGATION STANDPIPE



A — EXISTING TOPOGRAPHY & CONTROL DATA (C9 | C9)
SCALE: 1"=100'

50 0 50 100
SCALE: 1"=50'

SURVEY DATUM

HORIZONTAL: NAD 83
VERTICAL: NAVD 88

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

EXISTING TOPOGRAPHY AND CONTROL DATA
ENGLEMEN ROAD

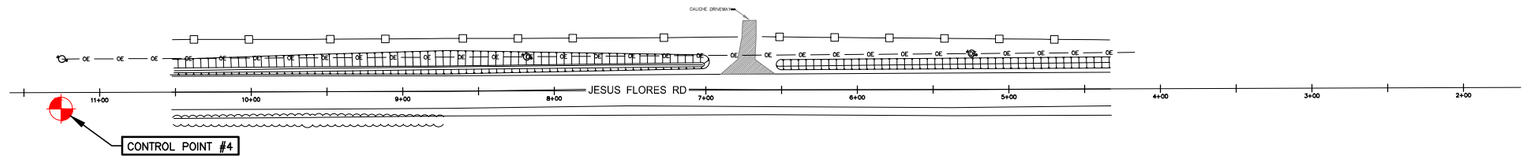
DRAWING NO. C9

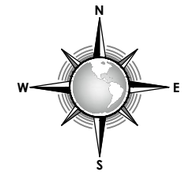
SHEET 10 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\10-C9-EXISTING TOPOGRAPHY & CONTROL DATA - ENGLEMEN ROAD.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:37pm USER: Administrator

CONTROL POINT DATA				
CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
4	60d NAIL ON ASPHALT	16660792.52	1147387.24	58.33





90% REVIEW SUBMITTAL

LEGEND

—□—			= EXISTING GAS MARKER
— X —	= EXISTING CHAINLINK FENCE		= EXISTING GUY WIRE
—OH—	= EXISTING OVERHEAD ELECTRIC LINE		= EXISTING TELEPHONE PEDESTAL
69.60 NG	= NATURAL GROUND		= EXISTING WATER METER
70.32 SE	= PAVEMENT SURFACE ELEVATION		= EXISTING POWER POLE
	= CONTROL POINT		= EXISTING IRRIGATION STANDPIPE

A / C10 | C10 — EXISTING TOPOGRAPHY & CONTROL DATA

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

SURVEY DATUM
HORIZONTAL: NAD 83
VERTICAL: NAVD 88

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

EXISTING TOPOGRAPHY AND CONTROL DATA
J. FLORES ROAD

DRAWING NO.
C10

SHEET 11 of 33

REVISION NO. | DATE | BY | DESCRIPTION

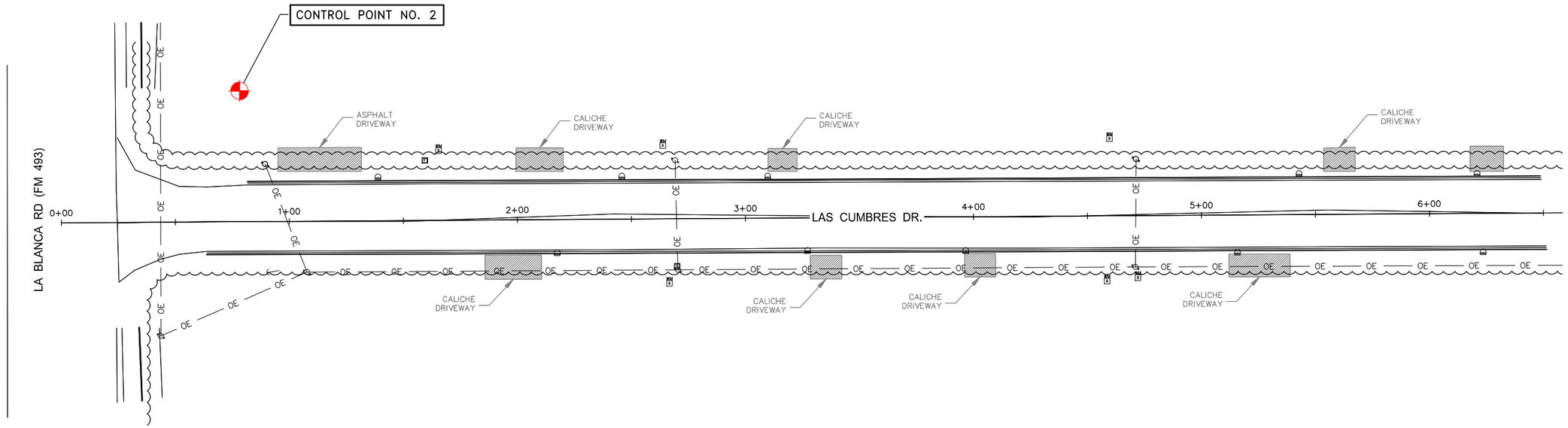
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\11-C10-EXISTING TOPOGRAPHY & CONTROL DATA - JESUS FLORES ROAD.dwg LAYOUT NAME:- Layout1 PLOTTED: Monday, November 07, 2016 - 2:37pm USER: Administrator

CONTROL POINT DATA

CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
2	1/2" REBAR	16656417.23	1138743.27	62.02

LEGEND

—□—	
— X —	= EXISTING CHAINLINK FENCE
—OH—	= EXISTING OVERHEAD ELECTRIC LINE
69.60 NG	= NATURAL GROUND
70.32 SE	= PAVEMENT SURFACE ELEVATION
	= CONTROL POINT
	= EXISTING GAS MARKER
	= EXISTING GUY WIRE
	= EXISTING TELEPHONE PEDESTAL
	= EXISTING WATER METER
	= EXISTING POWER POLE
	= EXISTING IRRIGATION STANDPIPE



A — EXISTING TOPOGRAPHY & CONTROL DATA
C11 | C11
SCALE: 1"=100'

25 0 25 50
SCALE: 1"=25'

SURVEY DATUM

HORIZONTAL: NAD 83
VERTICAL: NAVD 88

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

EXISTING TOPOGRAPHY AND CONTROL DATA
LAS CUMBRES ROAD

DRAWING NO. C11

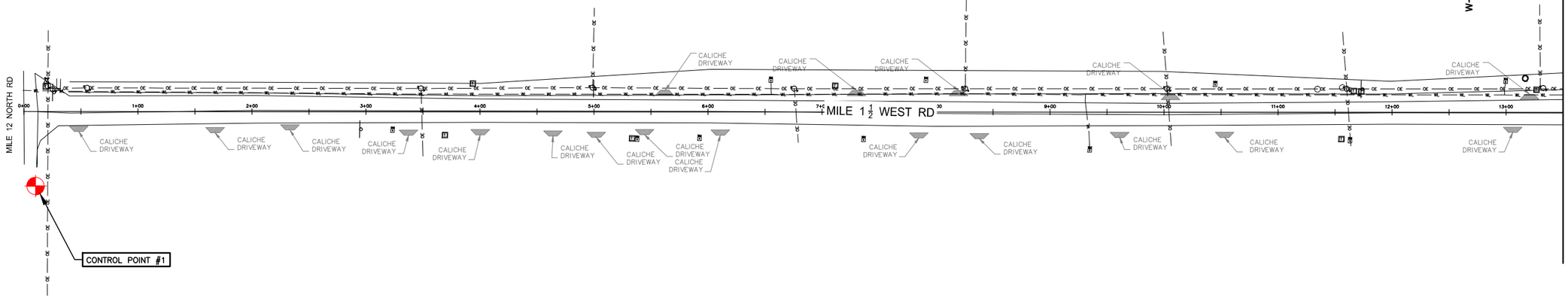
SHEET 12 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\12-C11-EXISTING TOPOGRAPHY & CONTROL DATA - LAS CUMBRES ROAD.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:37pm USER: Administrator

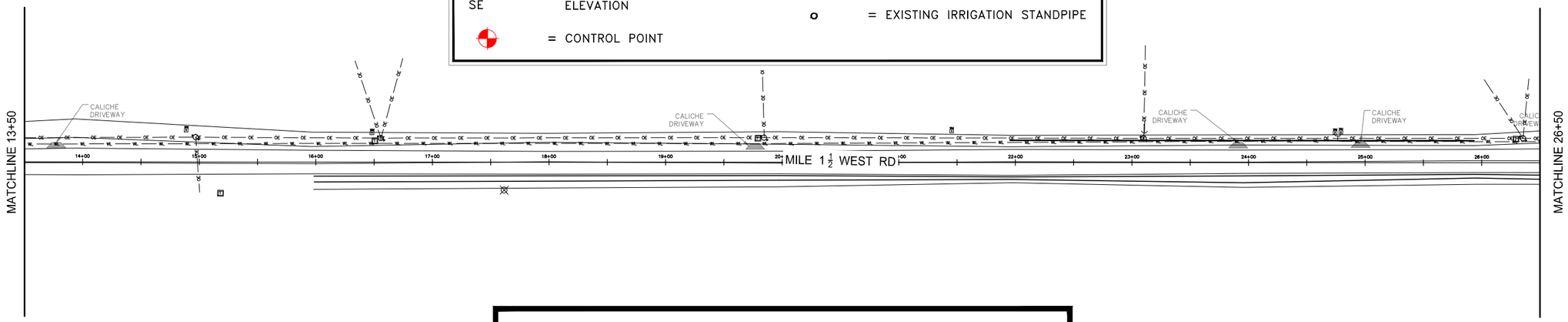
CONTROL POINT DATA

CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	5/8" REBAR w\ CAP	16603724.09	1169416.47	61.02



LEGEND

—□—	= EXISTING GAS MARKER
—X—	= EXISTING CHAINLINK FENCE
—OH—	= EXISTING OVERHEAD ELECTRIC LINE
69.60 NG	= NATURAL GROUND
70.32 SE	= PAVEMENT SURFACE ELEVATION
	= CONTROL POINT
←	= EXISTING GUY WIRE
	= EXISTING TELEPHONE PEDESTAL
	= EXISTING WATER METER
	= EXISTING POWER POLE
	= EXISTING IRRIGATION STANDPIPE



A C12 | C12

EXISTING TOPOGRAPHY & CONTROL DATA

SCALE: 1"=50'

100 0 100 200

SCALE: 1"=100'

SURVEY DATUM

HORIZONTAL: NAD 83

VERTICAL: NAVD 88

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET

PROJECT NO. 16100-17

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County Commissioner PCT No. 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

EXISTING TOPOGRAPHY AND CONTROL DATA
MILE 1 ½ WEST ROAD

DRAWING NO. C12

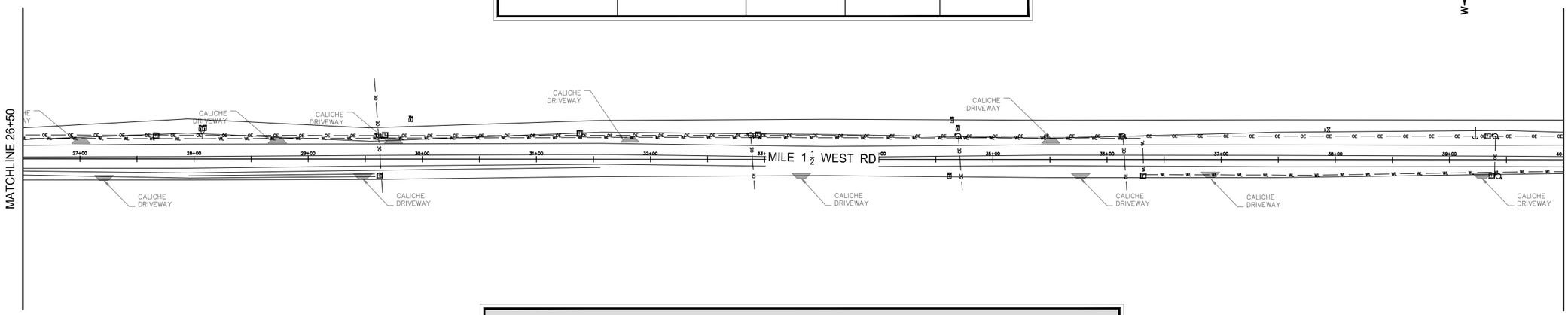
SHEET 13 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drowings\Civil\13-C12-EXISTING TOPOGRAPHY & CONTROL DATA - MILE 1.5 ROAD.dwg LAYOUT NAME:- Layout1 PLOTTED: Monday, November 07, 2016 - 2:38pm USER: Administrator

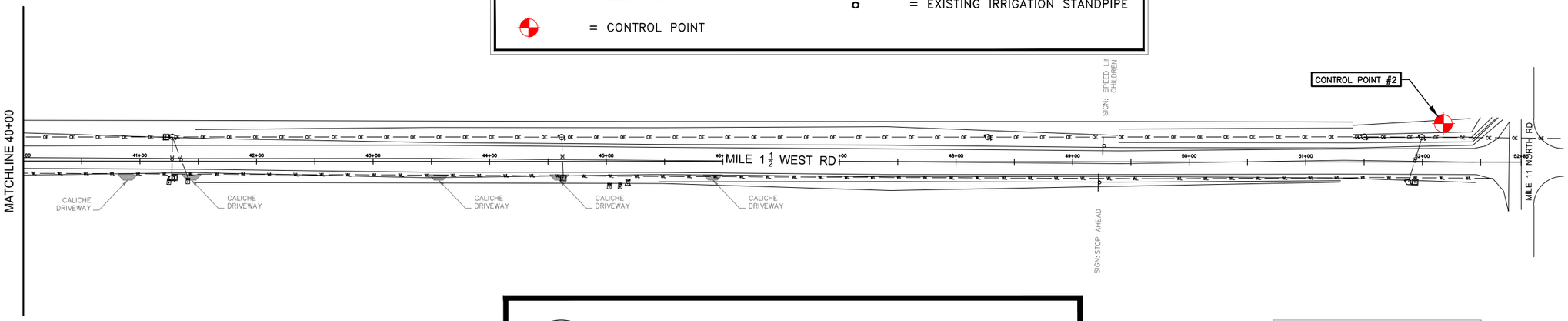
CONTROL POINT DATA

CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
5	5/8" REBAR	16603724.09	1169416.47	61.02



LEGEND

—□—		⊠	= EXISTING GAS MARKER
—X—	= EXISTING CHAINLINK FENCE	←	= EXISTING GUY WIRE
—OH—	= EXISTING OVERHEAD ELECTRIC LINE	▣	= EXISTING TELEPHONE PEDESTAL
69.60 NG	= NATURAL GROUND	▣	= EXISTING WATER METER
70.32 SE	= PAVEMENT SURFACE ELEVATION	○	= EXISTING POWER POLE
	= CONTROL POINT	○	= EXISTING IRRIGATION STANDPIPE



A — C13 | C13

EXISTING TOPOGRAPHY & CONTROL DATA

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

SURVEY DATUM

HORIZONTAL: NAD 83

VERTICAL: NAVD 88

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF LUIS J. NAVA P.E.# 94121 ON 11/07/16 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

INTERNATIONAL CONSULTING ENGINEERS
1722 N. CLOSNER BLVD., SUITE B
EDINBURG, TX. 78541
PHONE: 956.229.5404
FAX: 361.826.5866
T.B.P.E. FIRM REGISTRATION #F - 10837

HIDALGO COUNTY
PRECINCT NO. 1

1902 Joe Stephens Ave.
Weslaco, TX 78596
Tel. (956) 968-8733
Fax. (956)969-1417
A.C. CUELLAR JR.
County Commissioner PCT No. 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

EXISTING TOPOGRAPHY AND CONTROL DATA
MILE 1 ½ WEST ROAD

DRAWING NO. C13

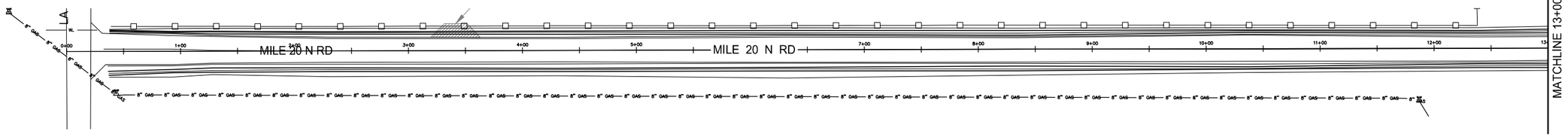
SHEET 14 of 33

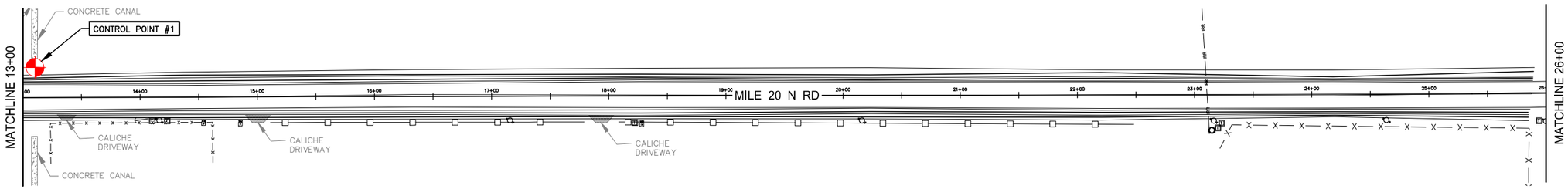
REVISION NO. | DATE | BY | DESCRIPTION

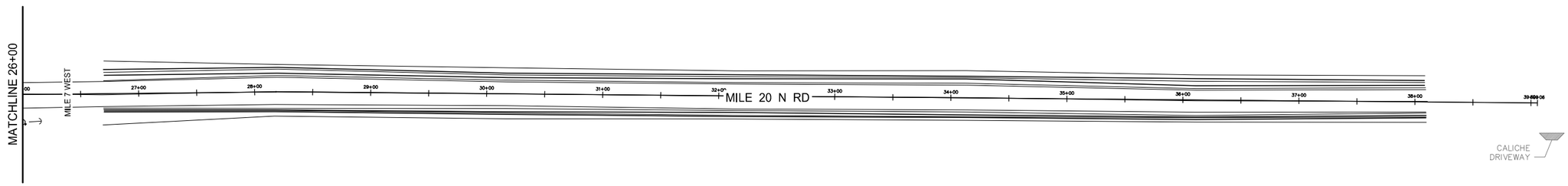
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\14-C13-EXISTING TOPOGRAPHY & CONTROL DATA - MILE 1.5 ROAD.dwg LAYOUT NAME:- Layout1 PLOTTED: Monday, November 07, 2016 - 2:38pm USER: Administrator

CONTROL POINT DATA

CONTROL POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	1/2" REBAR	16652527.71	1139386.95	68.30







LEGEND

—□—	
— X —	= EXISTING CHAINLINK FENCE
—OH—	= EXISTING OVERHEAD ELECTRIC LINE
69.60 NG	= NATURAL GROUND
70.32 SE	= PAVEMENT SURFACE ELEVATION
	= CONTROL POINT
	= EXISTING GAS MARKER
	= EXISTING GUY WIRE
	= EXISTING TELEPHONE PEDESTAL
	= EXISTING WATER METER
	= EXISTING POWER POLE
	= EXISTING IRRIGATION STANDPIPE

A / C14 | C14 — EXISTING TOPOGRAPHY & CONTROL DATA

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

SURVEY DATUM

HORIZONTAL: NAD 83

VERTICAL: NAVD 88

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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REVISION NO. | DATE | BY | DESCRIPTION

HIDALGO COUNTY
PRECINCT NO. 1

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FEMA

Hidalgo County Precinct 1

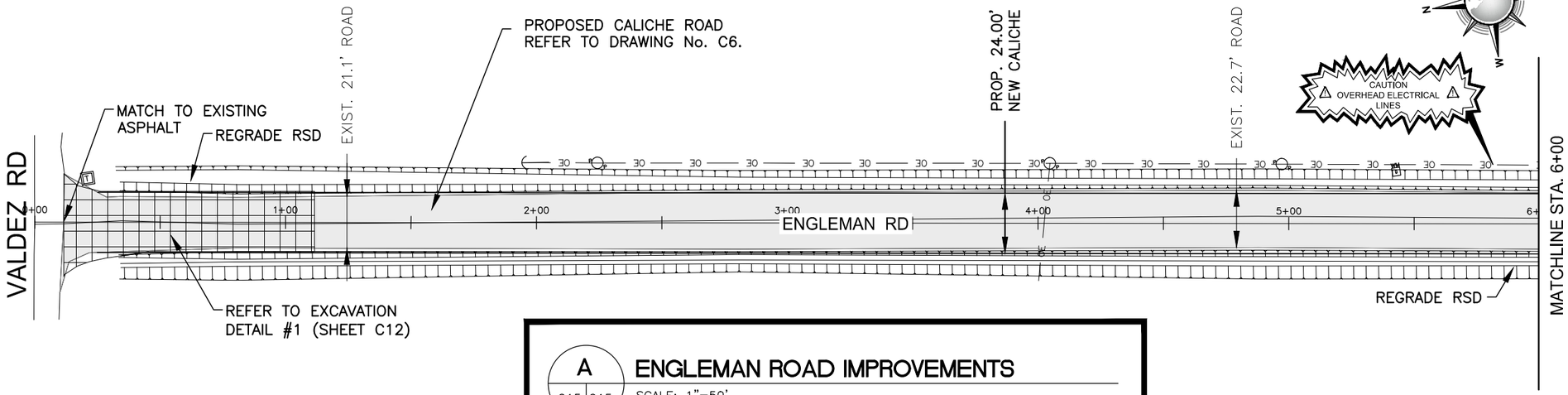
HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

EXISTING TOPOGRAPHY AND CONTROL DATA
MILE 20 NORTH ROAD

DRAWING NO.
C14

SHEET 15 of 33

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\15-C14-EXISTING TOPOGRAPHY & CONTROL DATA - MILE 20 NORTH ROAD.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:38pm USER: Administrator



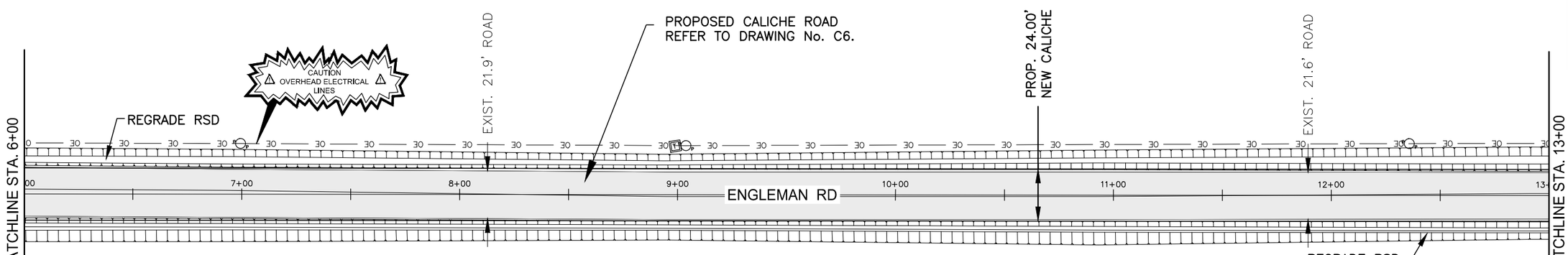
A — C15 | C15

ENGLEMAN ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'



B — C15 | C15

ENGLEMAN ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

** NOTICE TO CONTRACTOR
** TEXAS 811

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 SYSTEM MUST BE CONTACTED (811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS811.

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

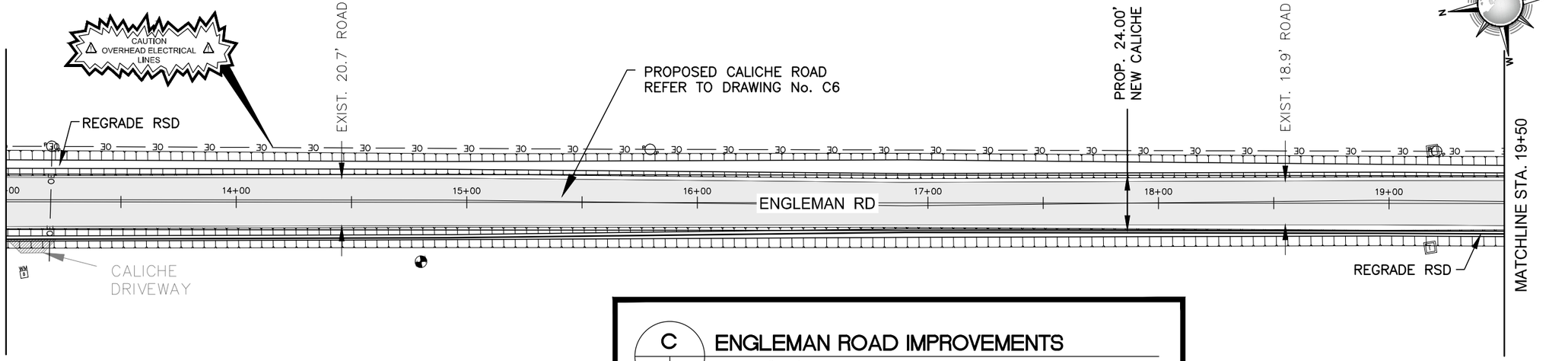
ENGLEMAN ROAD IMPROVEMENTS

DRAWING NO. C15

SHEET 16 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Wite 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\16-C15-PROPOSED IMPROVEMENT LAYOUT - ENGLEMEN ROAD.dwg LAYOUT NAME: 11 x 17 PLOTTED: Monday, November 07, 2016 - 2:38pm USER: Administrator



C — C16 | C16

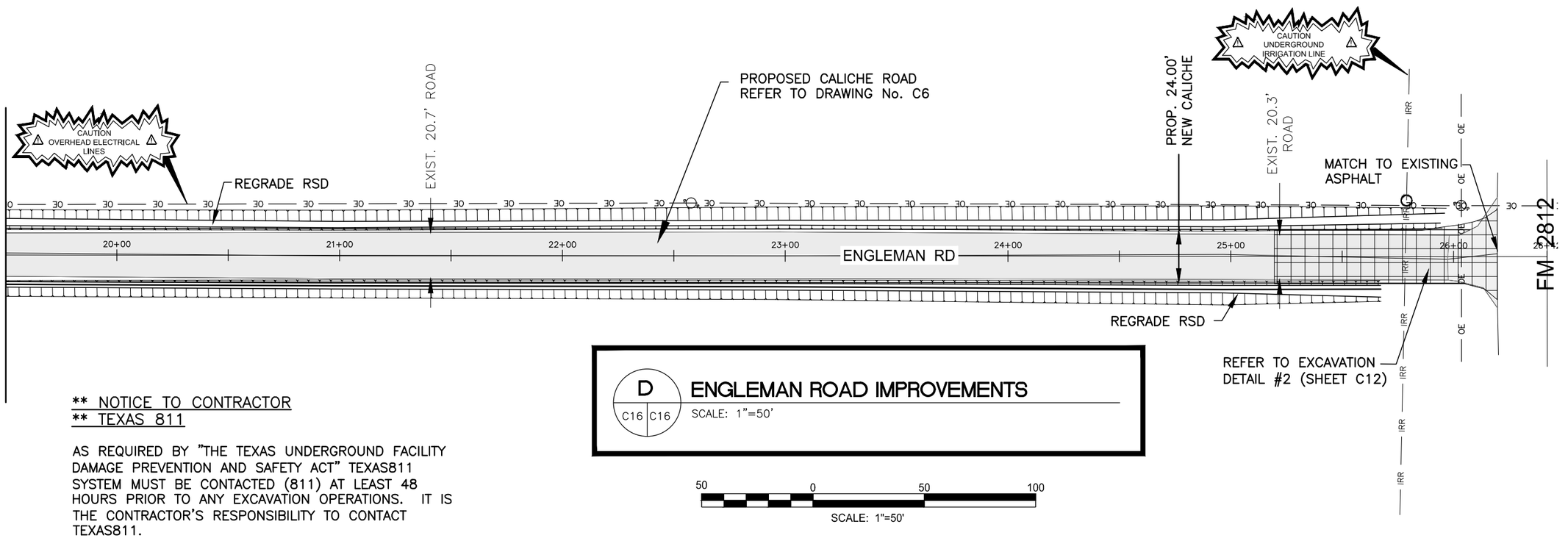
ENGLEMAN ROAD IMPROVEMENTS

SCALE: 1"=50'

NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT
2. ALL SIGNS TO BE SALVAGED FOR REUSE
3. REFER TO TYPICAL SECTION SHEET "C6"

50 0 50 100

SCALE: 1"=50'



D — C16 | C16

ENGLEMAN ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

** NOTICE TO CONTRACTOR
** TEXAS 811

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 SYSTEM MUST BE CONTACTED (811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS811.

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF LUIS J. NAVA P.E.# 94121 ON 11/07/16 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

INTERNATIONAL CONSULTING ENGINEERS
1722 N. CLOSNER BLVD., SUITE B
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FAX: 361.826.5866
T.B.P.E. FIRM REGISTRATION #F-10837

HIDALGO COUNTY
PRECINCT NO. 1

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Fax. (956)969-1417
A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

ENGLEMAN ROAD IMPROVEMENTS
FROM STA. 12+00 TO END

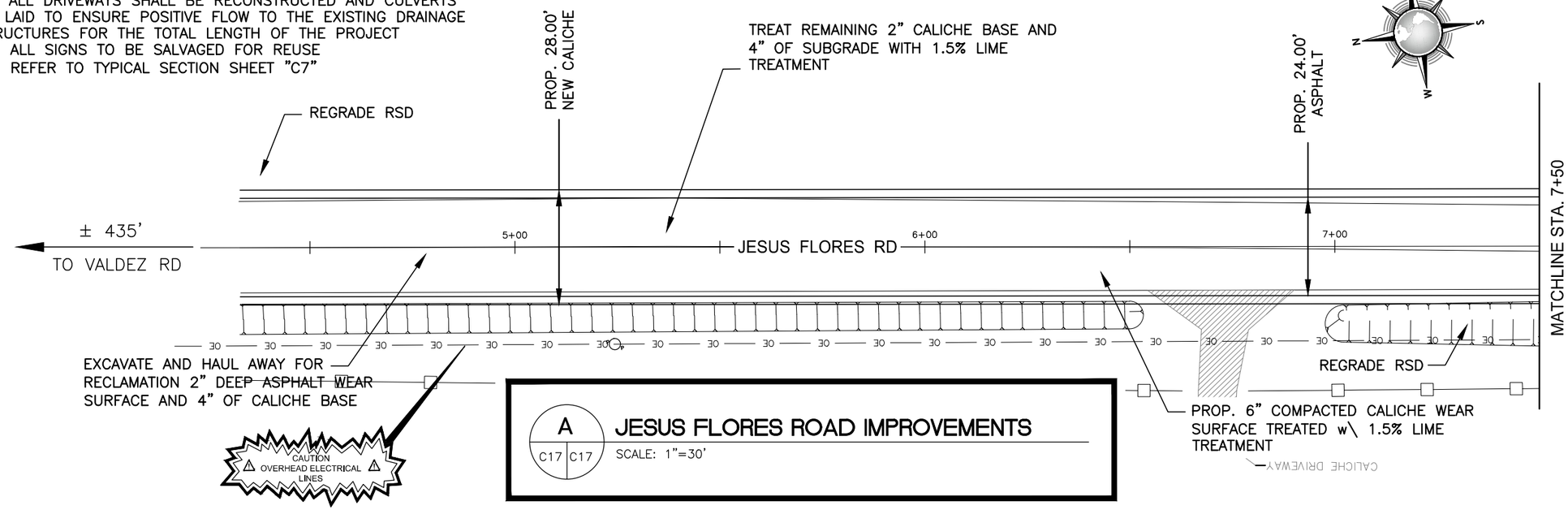
DRAWING NO.
C16

SHEET 17 of 33

REVISION NO. | DATE | BY | DESCRIPTION

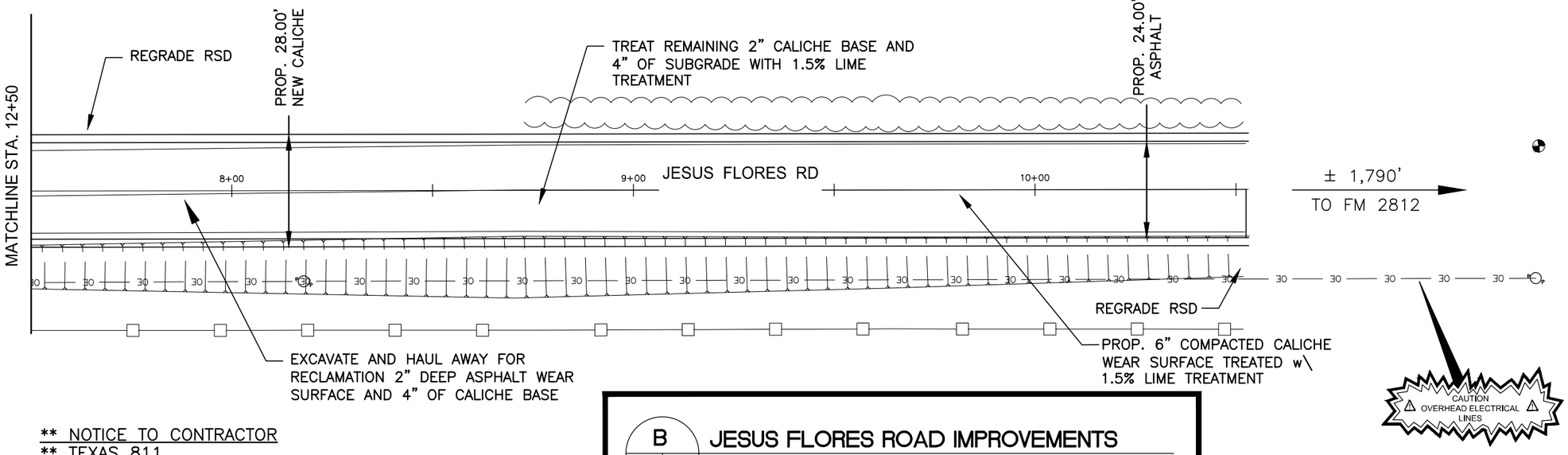
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\17-C16-PROPOSED IMPROVEMENT LAYOUT - ENGLEMEN ROAD.dwg LAYOUT NAME: 11 x 17 PLOTTED: Monday, November 07, 2016 - 2:39pm USER: Administrator

NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT
2. ALL SIGNS TO BE SALVAGED FOR REUSE
3. REFER TO TYPICAL SECTION SHEET "C7"



A C17 C17 JESUS FLORES ROAD IMPROVEMENTS
SCALE: 1"=30'

30 0 30 60
SCALE: 1"=30'



B C17 C17 JESUS FLORES ROAD IMPROVEMENTS
SCALE: 1"=30'

30 0 30 60
SCALE: 1"=30'

** NOTICE TO CONTRACTOR
** TEXAS 811

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 SYSTEM MUST BE CONTACTED (811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS811.

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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INTERNATIONAL CONSULTING ENGINEERS
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PHONE: 956.229.5404
FAX: 361.826.5866
T.B.P.E. FIRM REGISTRATION #F-10837

REVISION NO. | DATE | BY | DESCRIPTION

HIDALGO COUNTY PRECINCT NO. 1

1902 Joe Stephens Ave.
Weslaco, TX 78596
Tel. (956) 968-8733
Fax. (956)969-1417
A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

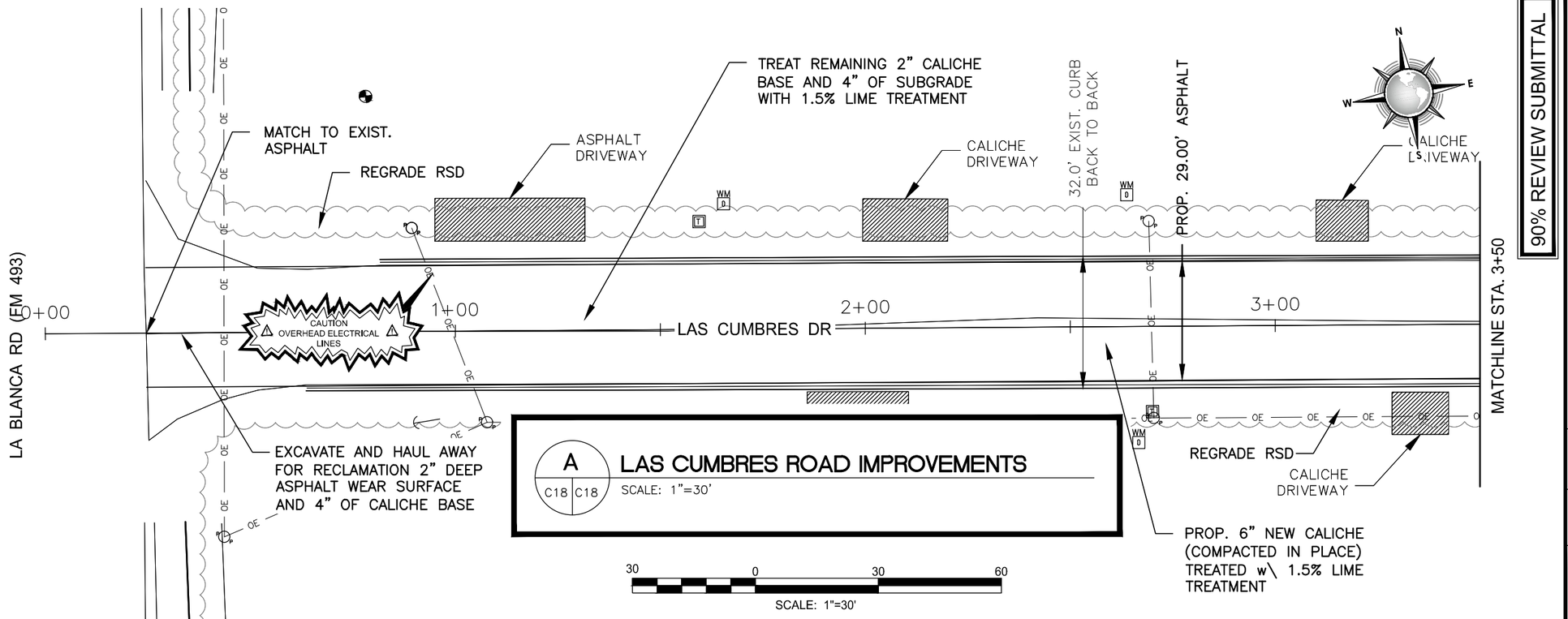
HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

JESUS FLORES ROAD IMPROVEMENTS
FROM STA. 00+00 TO END

DRAWING NO.
C17

SHEET 18 of 33

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\18-C17-PROPOSED IMPROVEMENT LAYOUT - J. FLORES ROAD.dwg LAYOUT NAME: 11 x 17 PLOTTED: Monday, November 07, 2016 - 2:39pm USER: Administrator



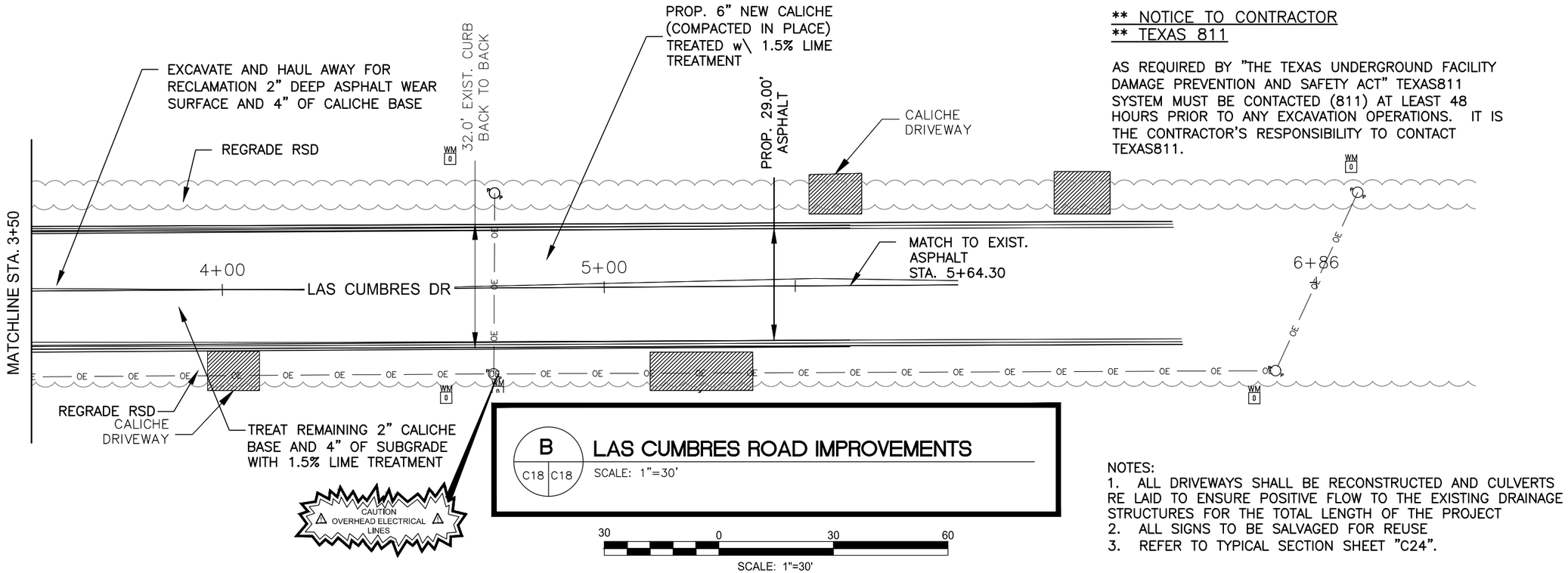
A
C18 | C18

LAS CUMBRES ROAD IMPROVEMENTS

SCALE: 1"=30'

30 0 30 60

SCALE: 1"=30'



B
C18 | C18

LAS CUMBRES ROAD IMPROVEMENTS

SCALE: 1"=30'

30 0 30 60

SCALE: 1"=30'

** NOTICE TO CONTRACTOR
** TEXAS 811

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 SYSTEM MUST BE CONTACTED (811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS811.

NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT
2. ALL SIGNS TO BE SALVAGED FOR REUSE
3. REFER TO TYPICAL SECTION SHEET "C24".

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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INTERNATIONAL CONSULTING ENGINEERS
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PHONE: 956.229.5404
FAX: 361.826.5866
T.B.P.E. FIRM REGISTRATION #F - 10837

REVISION NO. | DATE | BY | DESCRIPTION

HIDALGO COUNTY
PRECINCT NO. 1

1902 Joe Stephens Ave.
Weslaco, TX 78596
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A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

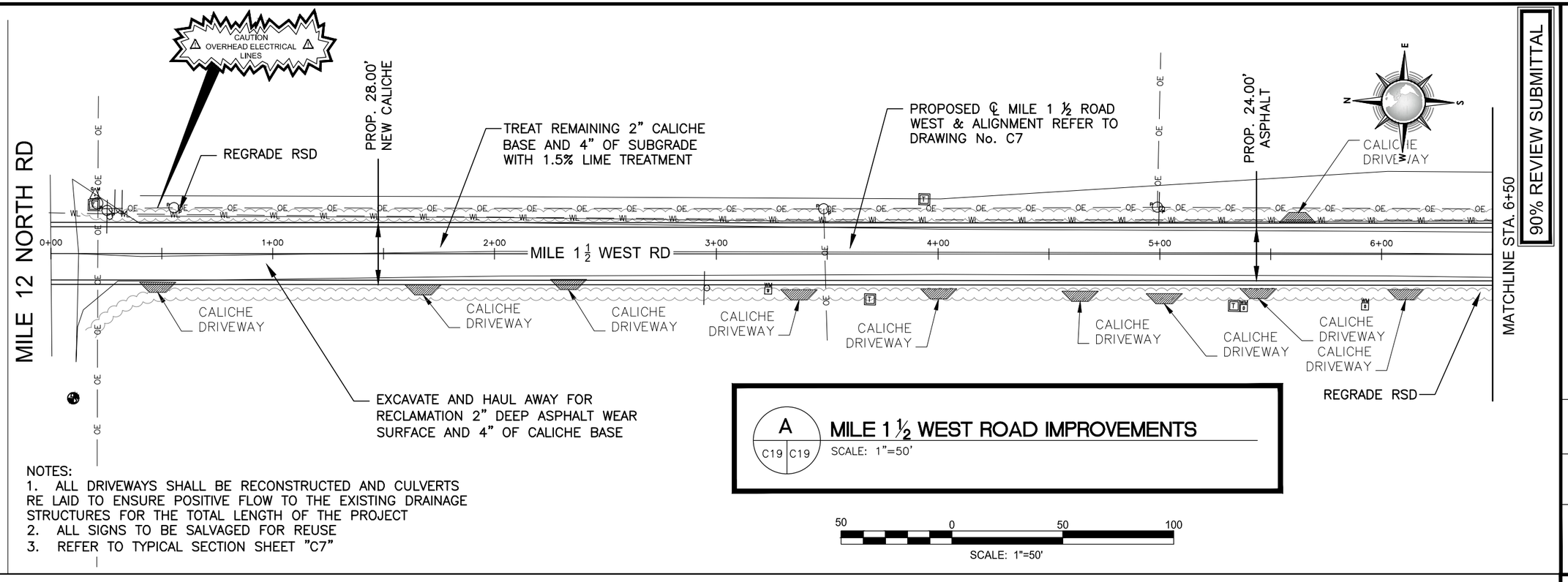
HIDALGO COUNTY
PRECINCT NO. 1 AREA
ROAD DISTRESS MAINTENANCE

LAS CUMBRES ROAD IMROVEMENTS
FROM STA. 0+00 TO END

DRAWING NO.
C18

SHEET 19 of 33

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\19-C18-PROPOSED IMPROVEMENT LAYOUT - LAS CUMBRES ROAD.dwg LAYOUT NAME: 11 X 17 PLOTTED: Monday, November 07, 2016 - 2:39pm USER: Administrator



NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT
2. ALL SIGNS TO BE SALVAGED FOR REUSE
3. REFER TO TYPICAL SECTION SHEET "C7"

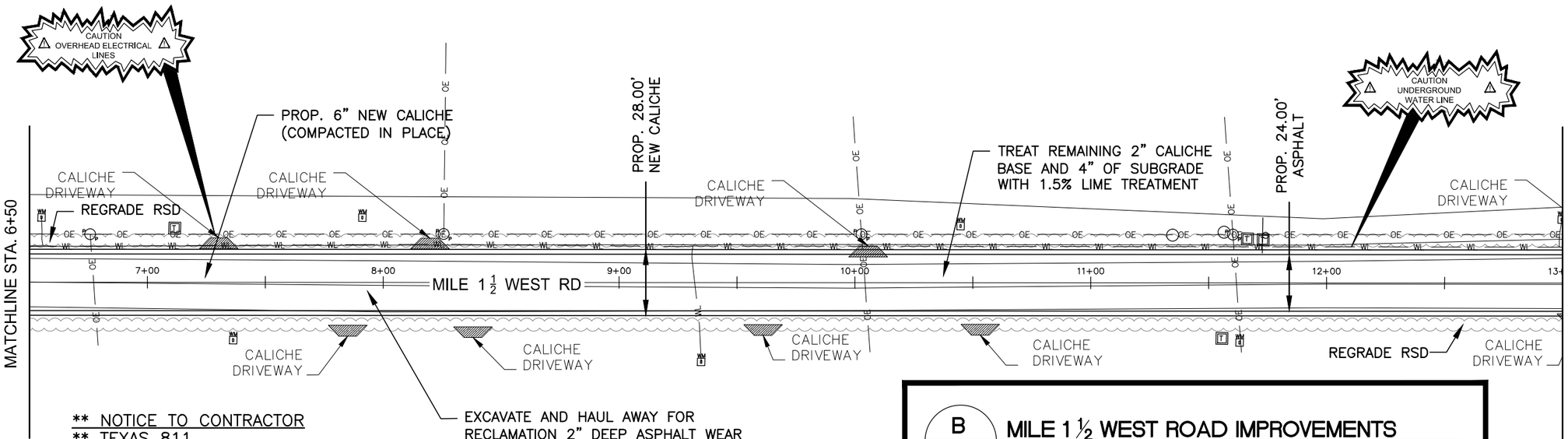
A
C19 | C19

MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'



** NOTICE TO CONTRACTOR
** TEXAS 811

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B
C19 | C19

MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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FEMA

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

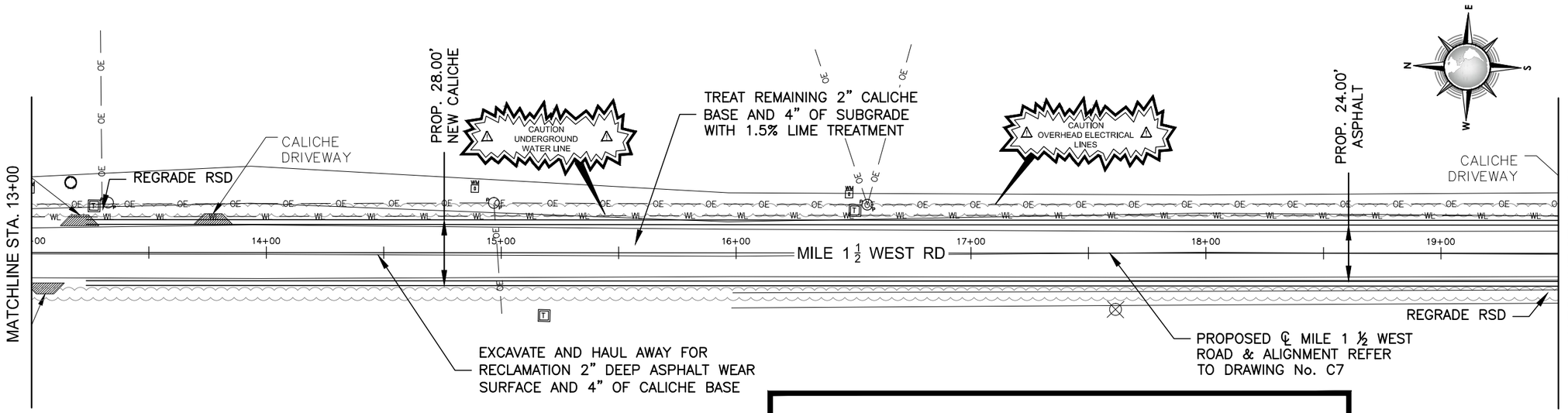
MILE 1 ½ WEST ROAD IMPROVEMENTS
FROM STA. 0+00 TO STA. 6+00

DRAWING NO.
C19

SHEET 20 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\20-C19-PROPOSED IMPROVEMENT LAYOUT - MILE 1.5 WEST ROAD.dwg LAYOUT NAME: 11X17 PLOTTED: Monday, November 07, 2016 - 2:39pm USER: Administrator



C / C20 C20

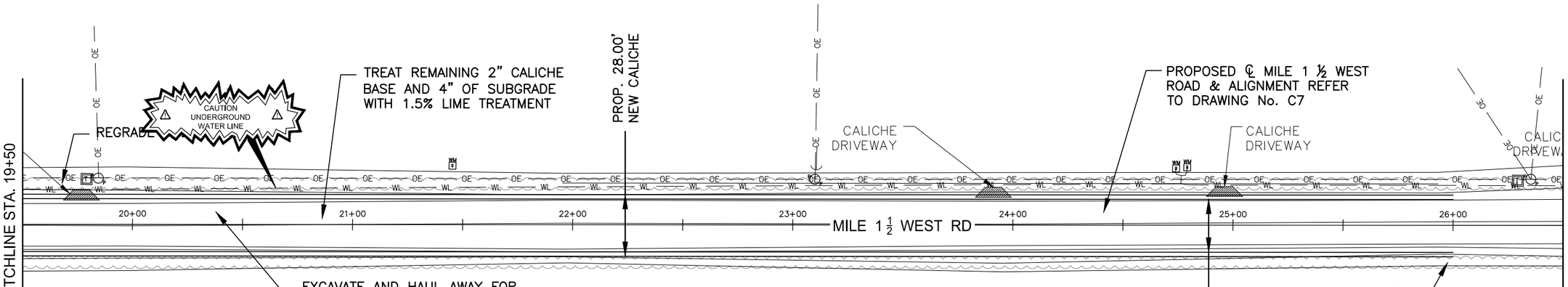
MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT.
2. ALL SIGNS TO BE SALVAGED FOR REUSE.
3. REFER TO TYPICAL SECTION SHEET "C22."



D / C20 C20

MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

** NOTICE TO CONTRACTOR
** TEXAS 811

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 SYSTEM MUST BE CONTACTED (811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS811.

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

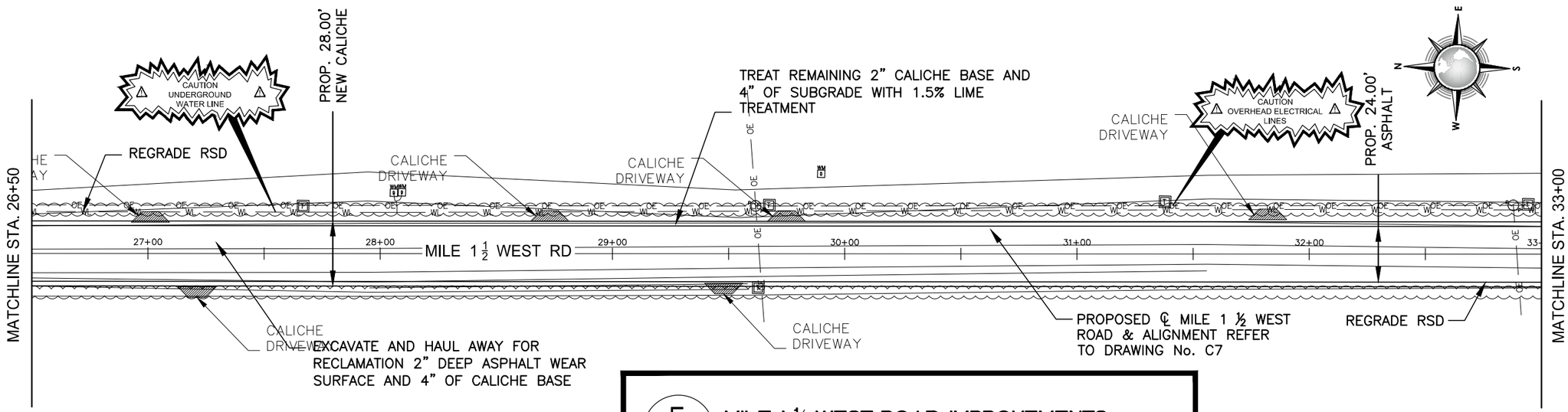
MILE 1 ½ WEST ROAD IMPROVEMENTS
FROM STA. 13+00 TO STA. 26+50

DRAWING NO.
C20

SHEET 21 of 33

REVISION NO.	DATE	BY	DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\21-C20-PROPOSED IMPROVEMENT LAYOUT - MILE 1.5 WEST ROAD.dwg LAYOUT NAME: 11X17 PLOTED: Monday, November 07, 2016 - 2:40pm USER: Administrator



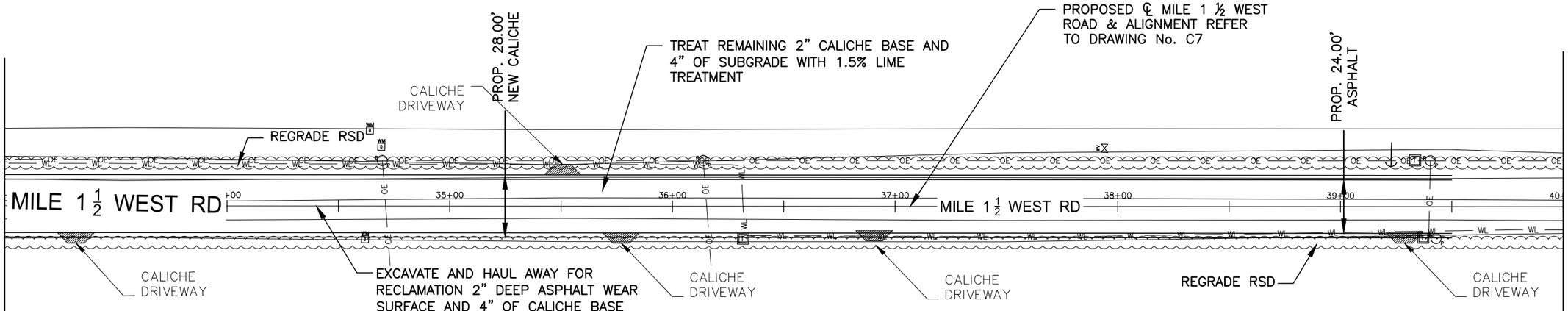
E C21 | C21 — MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT.
2. ALL SIGNS TO BE SALVAGED FOR REUSE.
3. REFER TO TYPICAL SECTION SHEET "C7."



** NOTICE TO CONTRACTOR
** TEXAS 811

AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 SYSTEM MUST BE CONTACTED (811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS811.

F C21 | C21 — MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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INTERNATIONAL CONSULTING ENGINEERS
1722 N. CLOSNER BLVD., SUITE B
EDINBURG, TX. 78541
PHONE: 956.229.5404
FAX: 361.826.5896
T.B.P.E. FIRM REGISTRATION #F - 10837

REVISION NO.	DATE	BY	DESCRIPTION

HIDALGO COUNTY
PRECINCT NO. 1

1902 Joe Stephens Ave.
Weslaco, TX 78596
Tel. (956) 968-8733
Fax. (956)969-1417
A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

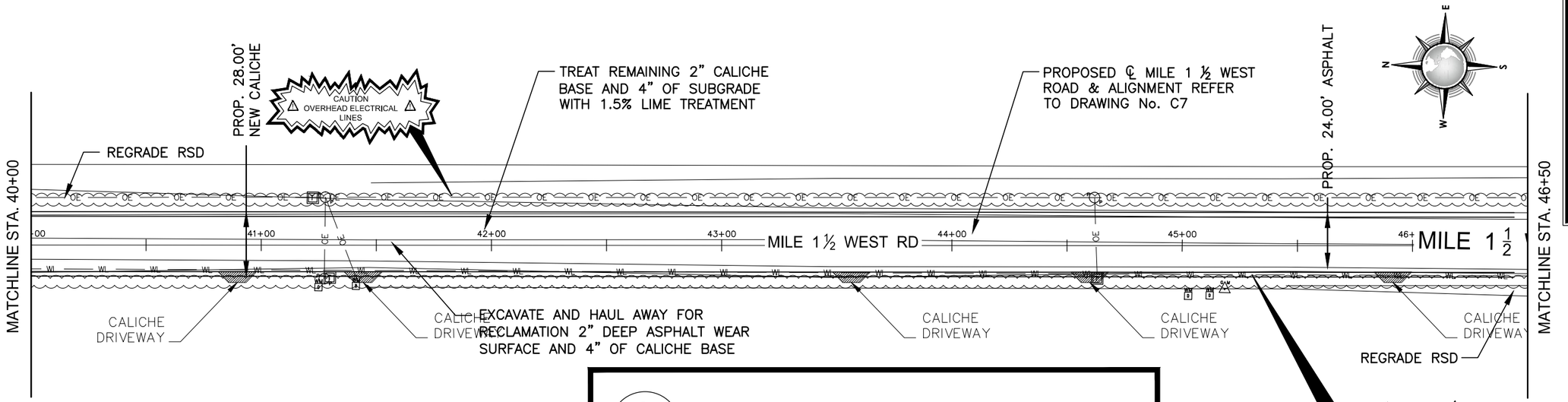
HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

MILE 1 ½ WEST ROAD IMPROVEMENTS
FROM STA. 26+50 TO STA. 40+00

DRAWING NO.
C21

SHEET 22 of 33

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\22--C21-PROPOSED IMPROVEMENT LAYOUT - MILE 1.5 WEST ROAD.dwg LAYOUT NAME: 11X17 PLOTTED: Monday, November 07, 2016 - 2:40pm USER: Administrator



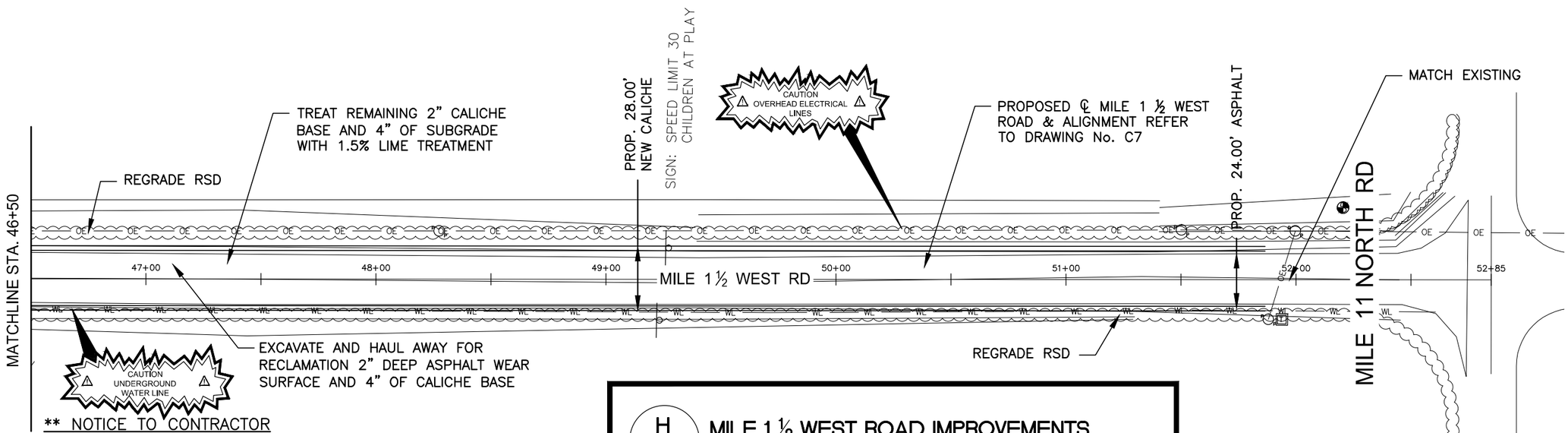
G | C22 | C22

MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT.
2. ALL SIGNS TO BE SALVAGED FOR REUSE.
3. REFER TO PROPOSED ROADWAY SECTION DRAWING No. C7.

50 0 50 100
SCALE: 1"=50'



** NOTICE TO CONTRACTOR
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H | C22 | C22

MILE 1 ½ WEST ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100
SCALE: 1"=50'

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

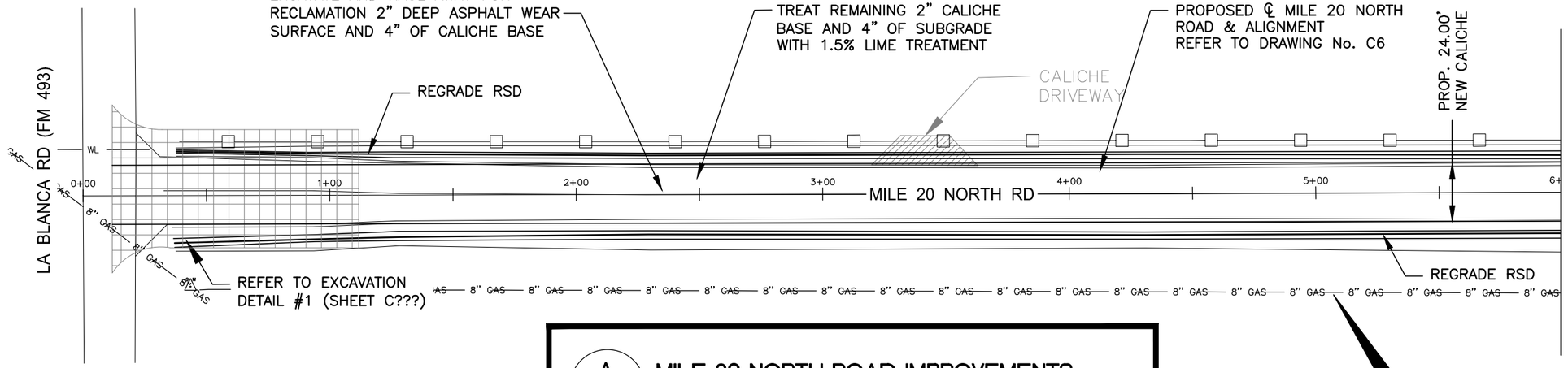
MILE 1 ½ WEST ROAD IMPROVEMENTS
FROM STA. 40+00 TO END

DRAWING NO.
C22

SHEET 23 of 33

REVISION NO. | DATE | BY | DESCRIPTION

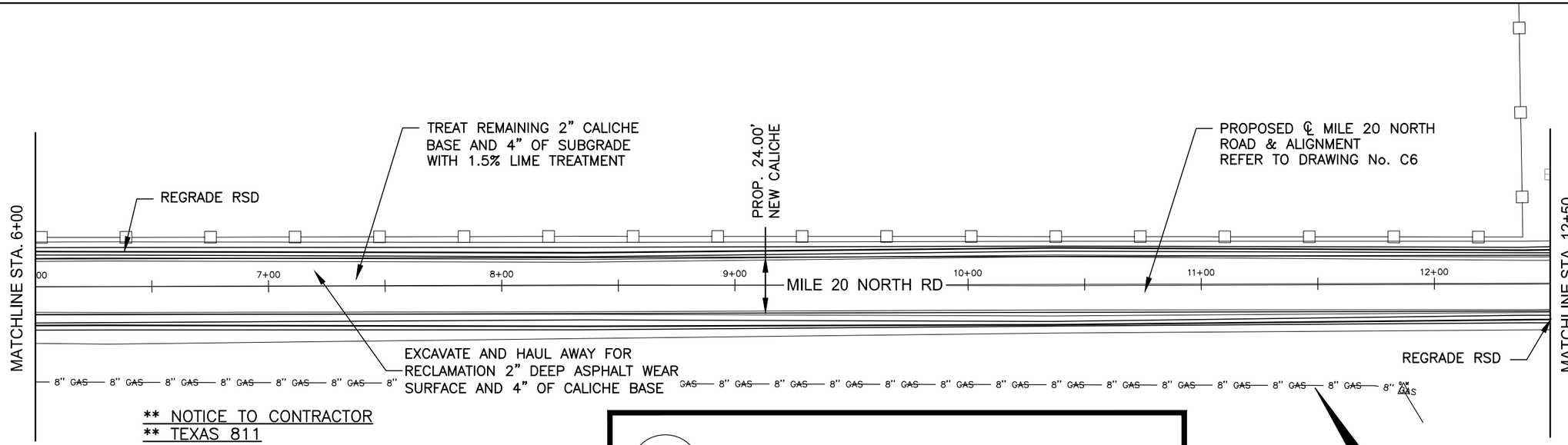
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\23-C22-PROPOSED IMPROVEMENT LAYOUT - MILE 1.5 WEST ROAD.dwg LAYOUT NAME: 11X17 PLOTTED: Monday, November 07, 2016 - 2:40pm USER: Administrator



NOTES:
1. ALL DRIVEWAYS SHALL BE RECONSTRUCTED AND CULVERTS RE LAID TO ENSURE POSITIVE FLOW TO THE EXISTING DRAINAGE STRUCTURES FOR THE TOTAL LENGTH OF THE PROJECT.
2. ALL SIGNS TO BE SALVAGED FOR REUSE.
3. REFER TO PROPOSED ROADWAY SECTION DRAWING No. C6.

A C23 C23 — MILE 20 NORTH ROAD IMPROVEMENTS
SCALE: 1"=50'

50 0 50 100
SCALE: 1"=50'



** NOTICE TO CONTRACTOR
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B C23 C23 — MILE 20 NORTH ROAD IMPROVEMENTS
SCALE: 1"=50'

50 0 50 100
SCALE: 1"=50'

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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Fax. (956)969-1417
A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

HIDALGO COUNTY PRECINCT No. 1 AREA ROAD DISTRESS MAINTENANCE

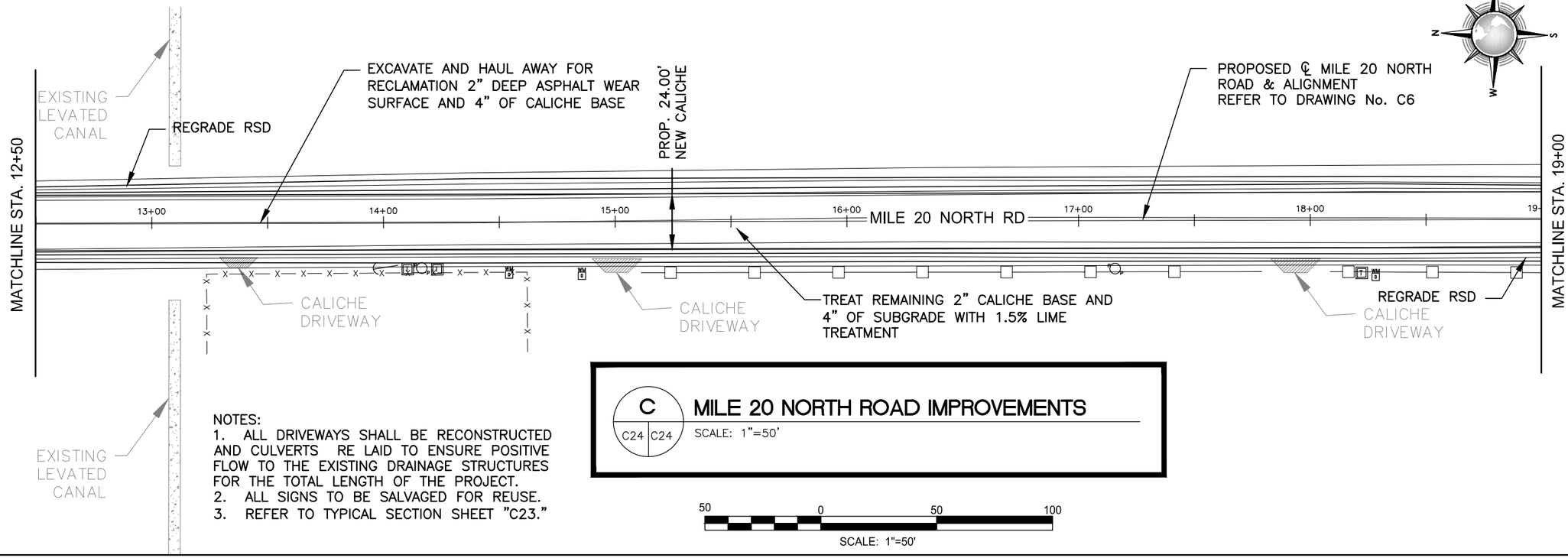
MILE 20 NORTH ROAD IMPROVEMENTS FROM STA. 0+00 TO STA. 12+50

DRAWING NO. C23

SHEET 24 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\24-C23-PROPOSED IMPROVEMENT LAYOUT - MILE 20 NORTH ROAD.dwg LAYOUT NAME: 11 X 17 PLOTTED: Monday, November 07, 2016 - 2:40pm USER: Administrator



NOTES:
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2. ALL SIGNS TO BE SALVAGED FOR REUSE.
3. REFER TO TYPICAL SECTION SHEET "C23."

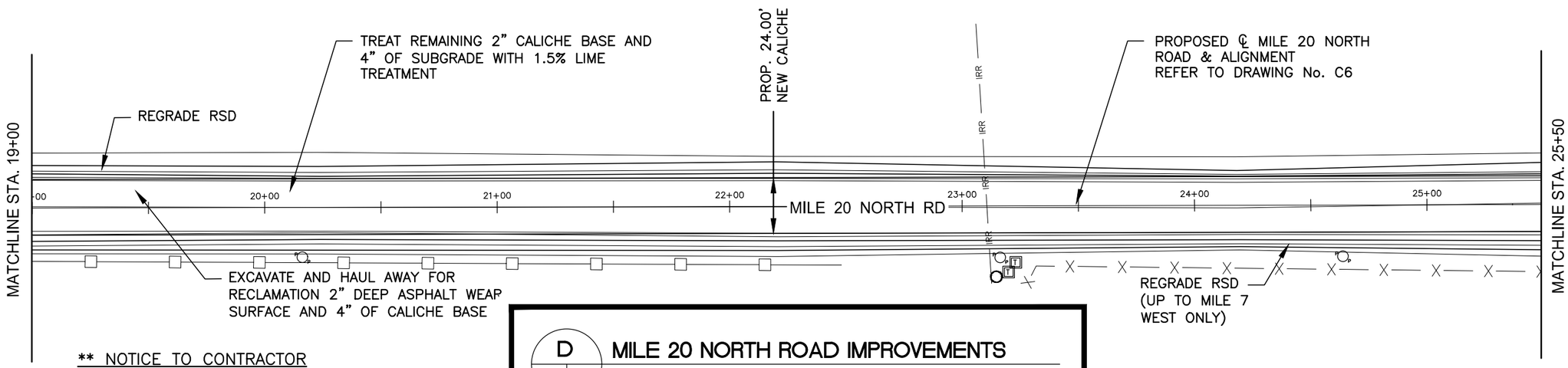
C — C24 | C24

MILE 20 NORTH ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'



D — C24 | C24

MILE 20 NORTH ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

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** TEXAS 811

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90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

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INTERNATIONAL CONSULTING ENGINEERS
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HIDALGO COUNTY PRECINCT NO. 1

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A.C. CUELLAR JR.
County Commissioner PCT No. 1

FEMA

HIDALGO COUNTY PRECINCT NO. 1 AREA ROAD DISTRESS MAINTENANCE

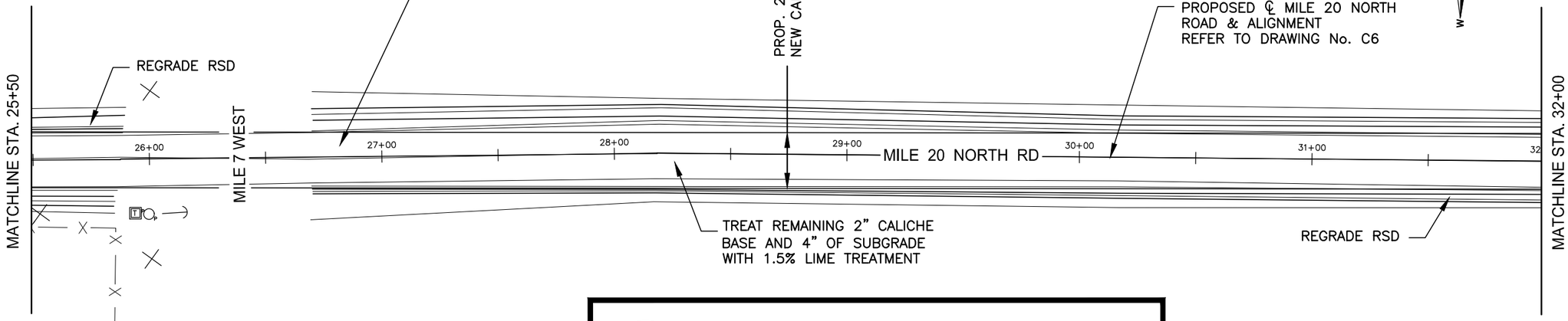
MILE 20 NORTH ROAD IMPROVEMENTS FROM STA. 12+50 TO STA. 25+50

DRAWING NO. C24

SHEET 25 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\25--C24--PROPOSED IMPROVEMENT LAYOUT - MILE 20 NORTH ROAD.dwg LAYOUT NAME: 11 X 17 PLOTTED: Monday, November 07, 2016 - 2:41pm USER: Administrator



NOTES:
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2. ALL SIGNS TO BE SALVAGED FOR REUSE.
3. REFER TO TYPICAL SECTION SHEET "C23."

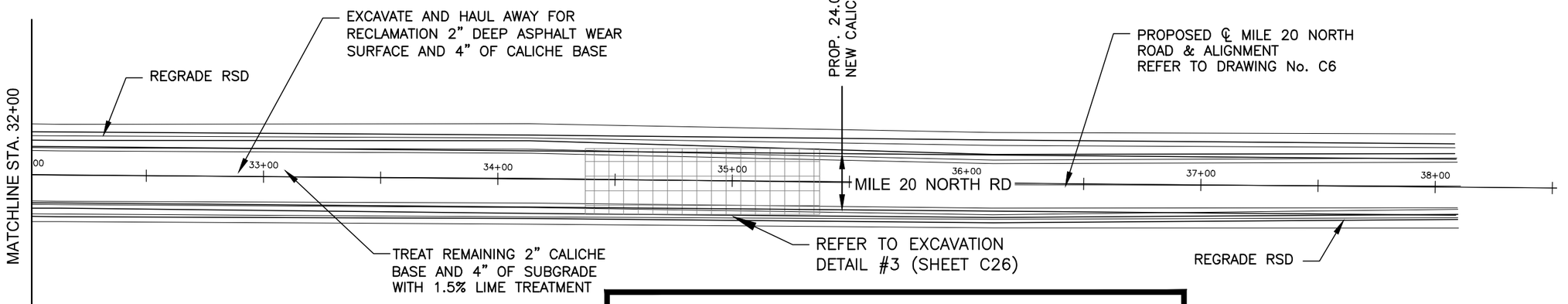
E
C25 | C25

MILE 20 NORTH ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'



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F
C25 | C25

MILE 20 NORTH ROAD IMPROVEMENTS

SCALE: 1"=50'

50 0 50 100

SCALE: 1"=50'

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CONSULTANT'S SHEET
PROJECT NO. 16100-17

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County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

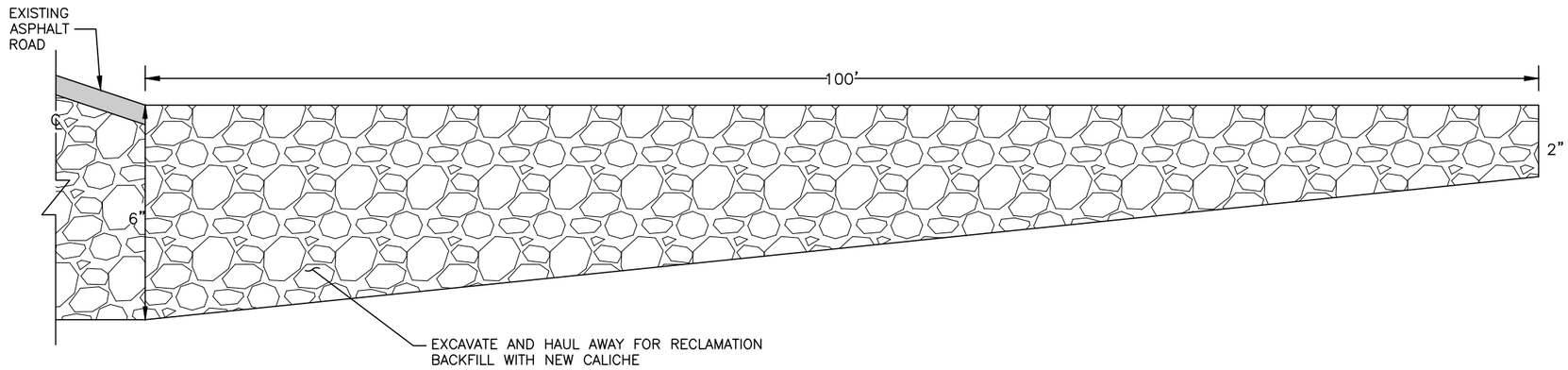
MILE 20 NORTH ROAD IMPROVEMENTS
FROM STA. 25+50 TO END

DRAWING NO.
C25

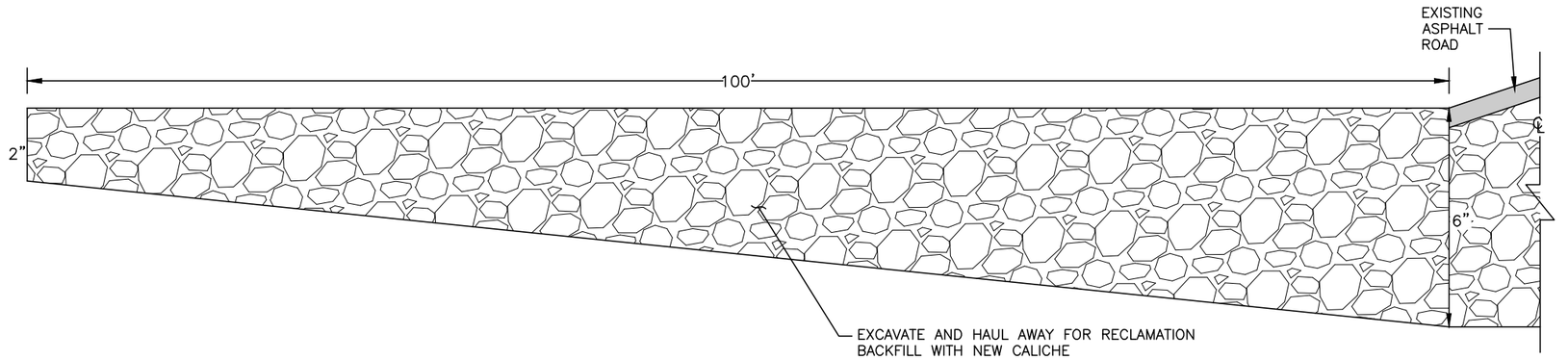
SHEET 26 of 33

REVISION NO. | DATE | BY | DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\26--C25--PROPOSED IMPROVEMENT LAYOUT - MILE 20 NORTH ROAD.dwg LAYOUT NAME: 11 X 17 PLOTTED: Monday, November 07, 2016 - 2:41pm USER: Administrator



EXCAVATION DETAIL #1
N.T.S.



EXCAVATION DETAIL #2
N.T.S.

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CONSULTANT'S SHEET
PROJECT NO. 16100-17

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Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

EXCAVATION DETAILS

DRAWING NO.
C26

SHEET 27 of 33

REVISION NO.	DATE	BY	DESCRIPTION

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Los Cumbres & Mile 20 N\Drawings\Civil\27-C26-EXCAVATION DETAILS.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 - 2:41pm USER: Administrator

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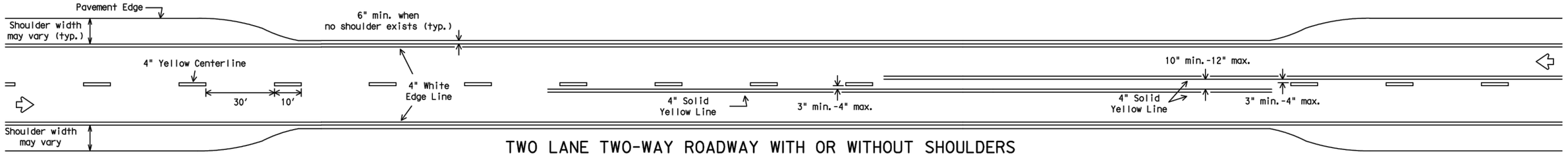
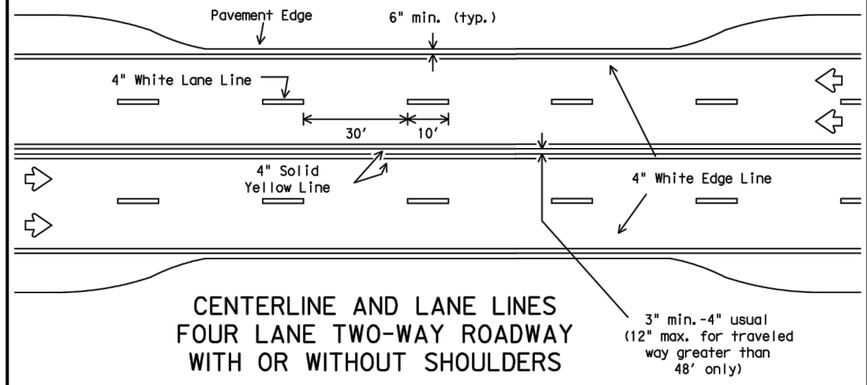
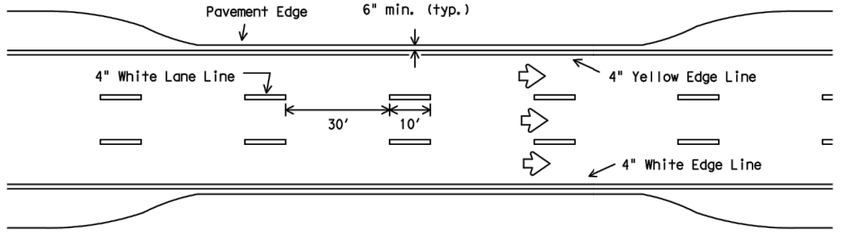


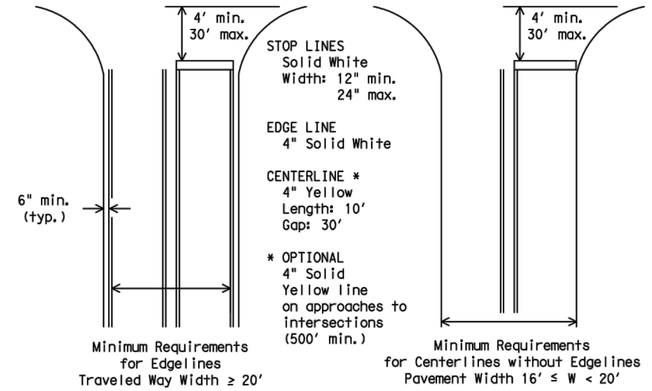
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

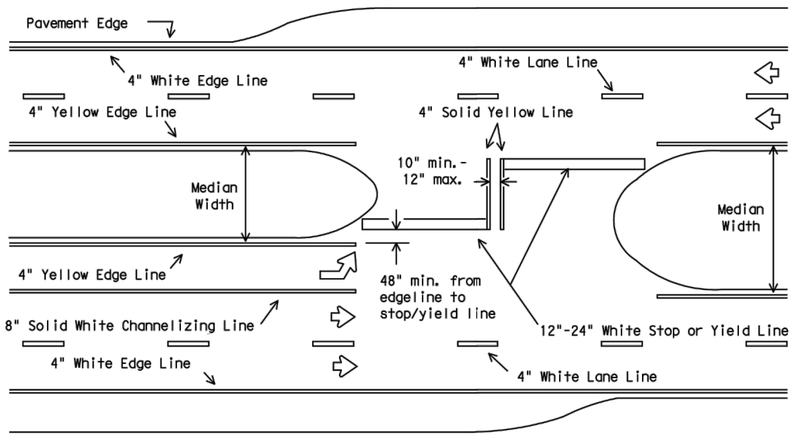


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



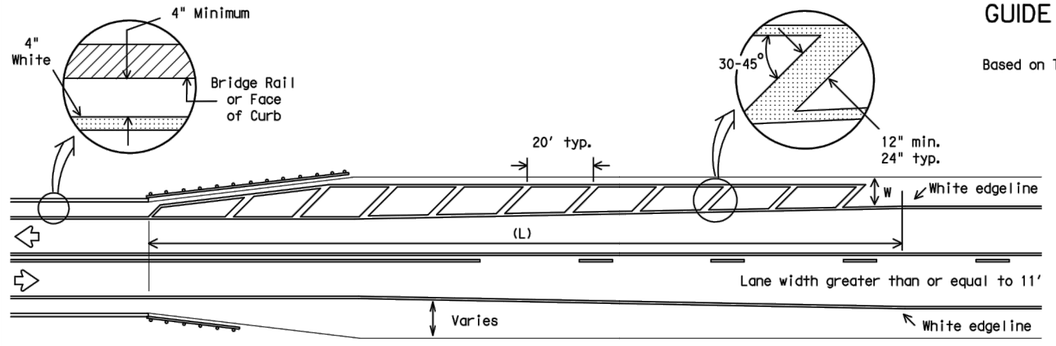
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

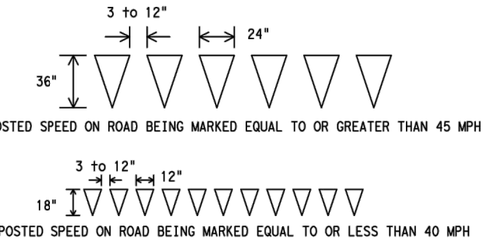
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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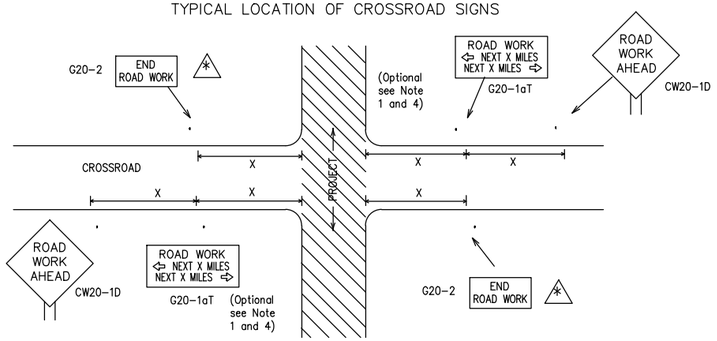
DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
5-00	DIST	COUNTY		SHEET NO.
8-00				
3-03				C27

22A

DATE:
FILE:

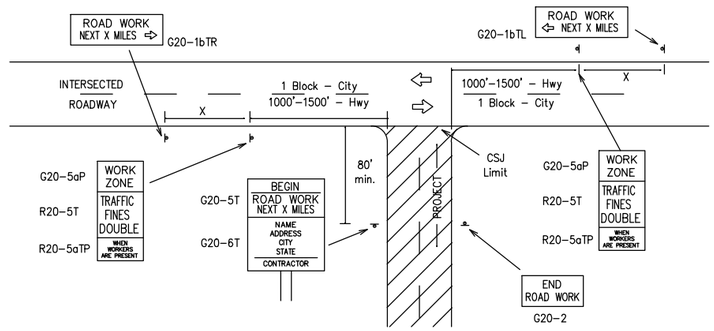
TYPICAL LOCATION OF CROSSROAD SIGNS



* May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T–INTERSECTION



CSJ LIMITS AT T–INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T–intersection the Contractor shall place the "CONTRACTOR NAME"(G20–6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20–1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20–1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11,	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8–3, CW10, CW12?	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500 [2]
60	600 [2]
65	700 [2]
70	800 [2]
75	900 [2]
80	1000 [2]
*	* [3]

* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

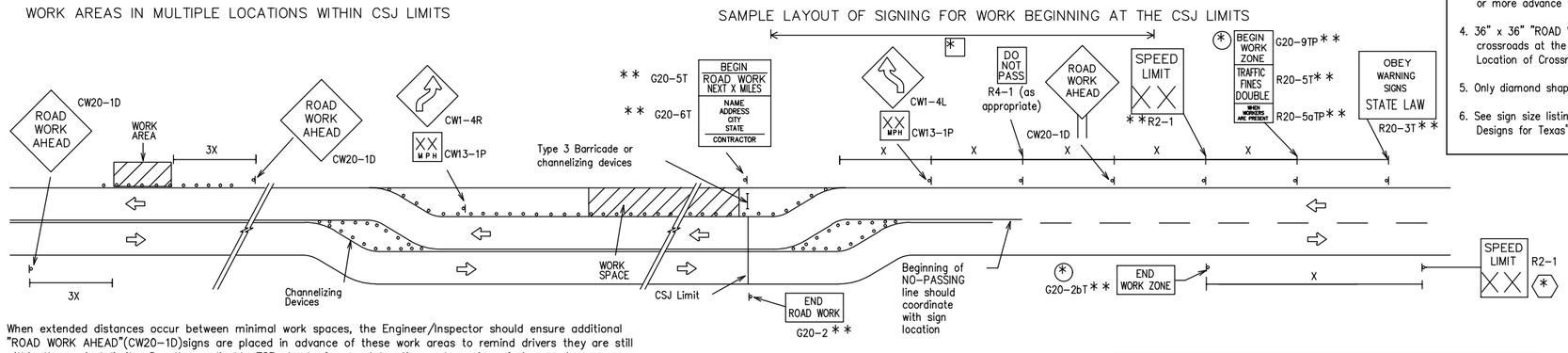
GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20–1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

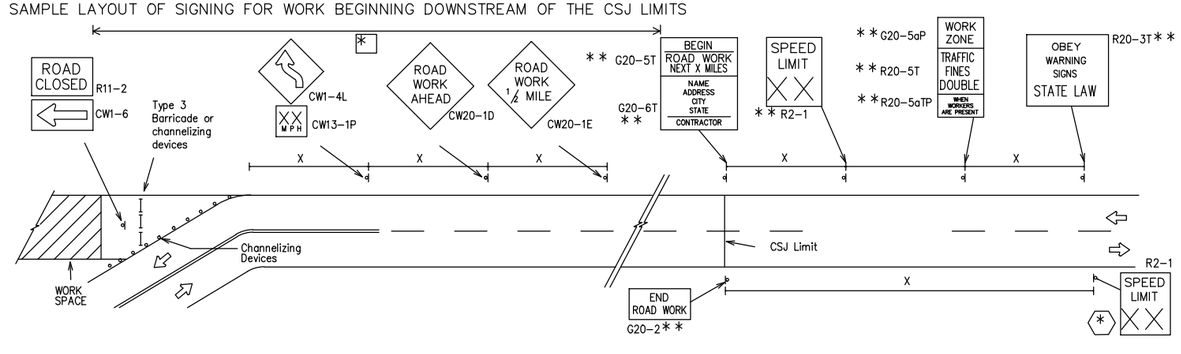
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20–1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20–1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20–5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20–9TP) and "END WORK ZONE" (G20–2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone ying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

(*) Area for placement of "ROAD WORK AHEAD" (CW20–1D)sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)–13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9–07 7–13	DIST	COUNTY		SHEET NO.

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100–17

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF LUIS J. NAVA P.E.# 94121 ON 11/07/16 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

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County Commissioner PCT No. 1

FEMA — Hidalgo County Precinct 1

HIDALGO COUNTY PRECINCT No. 1 AREA ROAD DISTRESS MAINTENANCE

PROJECT LIMIT STANDARD BARRICADE AND CONSTRUCTION

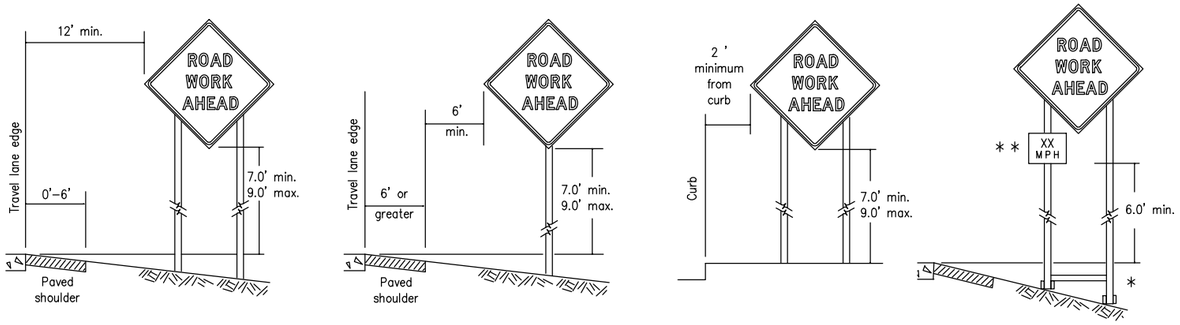
REVISION NO.	DATE	BY	DESCRIPTION

DRAWING NO. C28

SHEET 29 of 33

FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\29–C28–TXDOT STANDARDS–BC–(2)–13 – BARRICADE AND CONSTRUCTION PROJECT LIMIT.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 – 2:42pm USER: Administrator

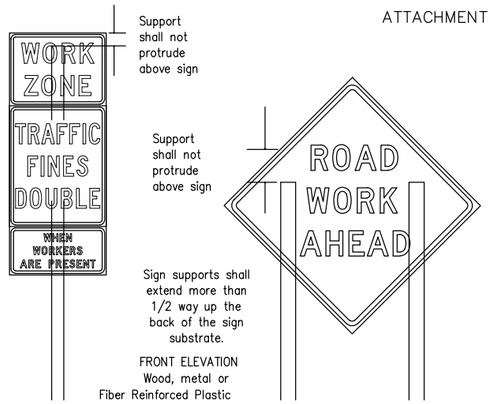
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

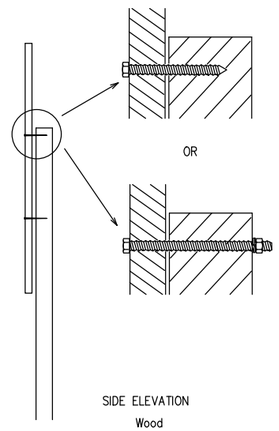
* * When plaques are placed on dual–leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



FRONT ELEVATION
Wood, metal or
Fiber Reinforced Plastic

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.



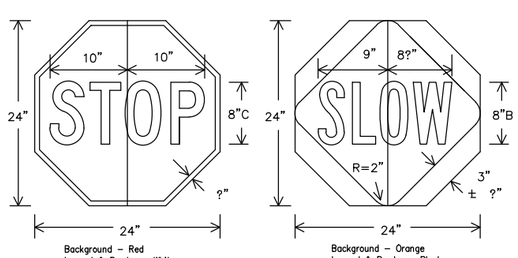
SIDE ELEVATION
Wood

Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



Background – Red
Legend & Border – White

Background – Orange
Legend & Border – Black

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height,the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long–term stationary – work that occupies a location more than 3 days.
   b. Intermediate–term stationary – work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short–term stationary – daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration – work that occupies a location up to 1 hour.
   e. Mobile – work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long–term/Intermediate–term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short–term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long–term/Intermediate–term Signs may be used in lieu of Short–term/Short Duration signing.
4. Short–term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long–term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro–reflectivity requirements of DMS–8300 for rigid signs or DMS–8310 for roll–up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS–8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS–8300 Type B or Type C, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long–term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red–orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)–13

FILE:	bc–13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS					
9–07		DIST	COUNTY		SHEET NO.
7–13					

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100–17

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF LUIS J. NAVA P.E.# 94121 ON 11/07/16 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

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REVISION NO.	DATE	BY	DESCRIPTION

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County Commissioner PCT No. 1

FEMA

Hidalgo County Precinct 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

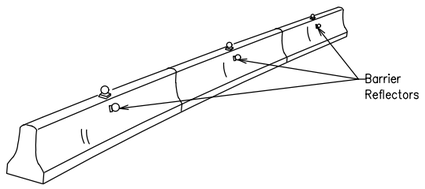
BARRICADE AND CONSTRUCTION
TEMPORARY SIGN NOTES STANDARD

DRAWING NO.
C29

SHEET 30 of 33

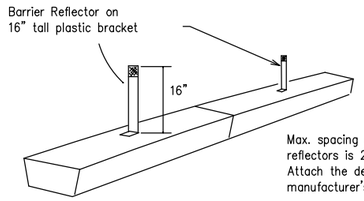
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Wile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\30–C29–TXDOT STANDARDS–BC–(4)–13 – BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 07, 2016 – 2:42pm USER: Administrat

1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

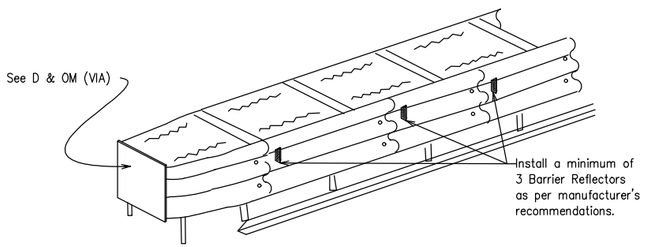


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

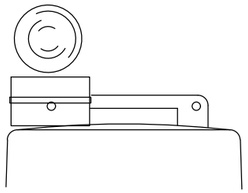


DELINEATION OF END TREATMENTS

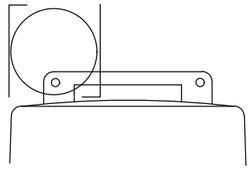
END TREATMENTS FOR
CTB'S USED
IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square.Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C $_{FL}$ Sheeting $_{FL}$ meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

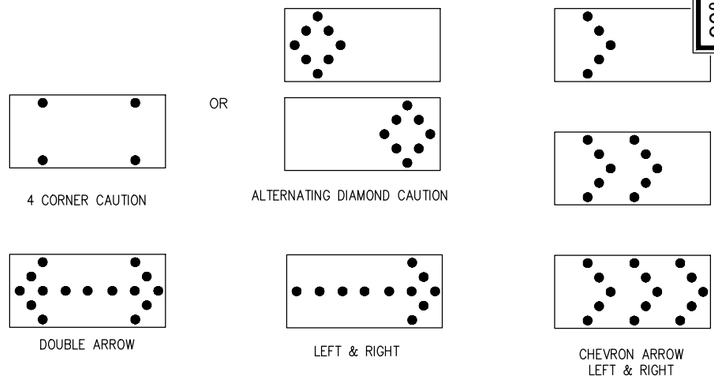
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



4 CORNER CAUTION

ALTERNATING DIAMOND CAUTION

DOUBLE ARROW

LEFT & RIGHT

CHEVRON ARROW
LEFT & RIGHT

5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO.

90% REVIEW SUBMITTAL

CONSULTANT'S SHEET
PROJECT NO. 16100-17

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF LUIS J. NAVA P.E.# 94121 ON 11/07/16 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

INTERNATIONAL CONSULTING ENGINEERS
1722 N. CLOSNER BLVD., SUITE B
EDINBURG, TX. 78541
PHONE: 956.229.5404
FAX: 361.826.5806
T.B.P.E. FIRM REGISTRATION #F-10837

HIDALGO COUNTY
PRECINCT NO. 1

1902 Joe Stephens Ave.
Weslaco, TX 78596
Tel. (956) 968-8733
Fax. (956)969-1417
A.C. CUELLAR JR.
County Commissioner PCT No. 1

HIDALGO COUNTY
PRECINCT No. 1 AREA
ROAD DISTRESS MAINTENANCE

BARRICADE AND CONSTRUCTION
STANDARDS PLASTIC DRUMS

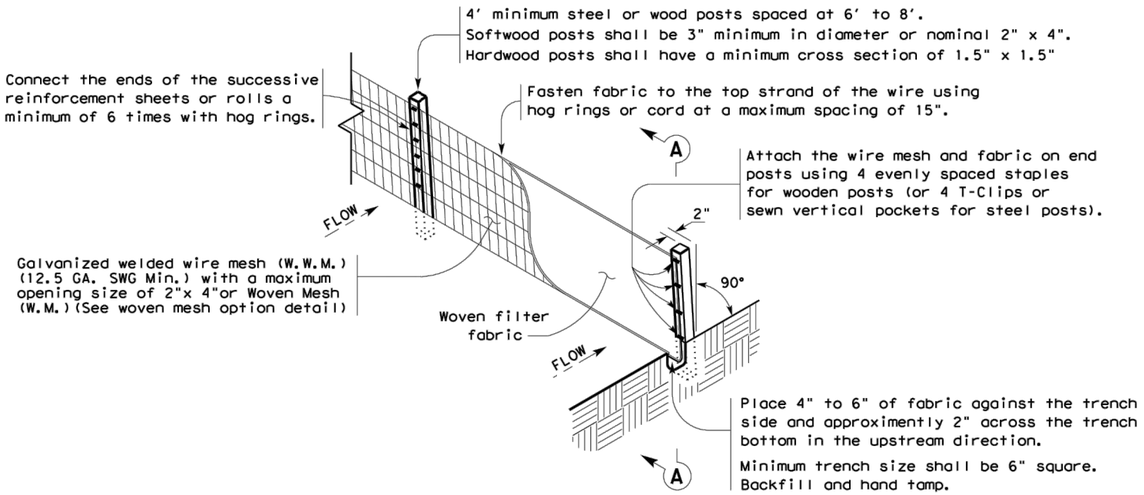
DRAWING NO.
C30

SHEET 31 of 33

REVISION NO. | DATE | BY | DESCRIPTION

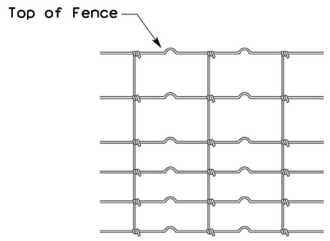
FILE NAME: Z:\2016\Engineering\Hidalgo County\Precinct No.1\Mile 1.5, J. Flores, Englemen, Las Cumbres & Mile 20 N\Drawings\Civil\31-C30-TXDOT STANDARDS-BC-(7)-13 - BARRICADE AND CONSTRUCTION ARROW PANEL REFELCTORS WARNING LIGHTS AND ATTENUATOR.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, November 0

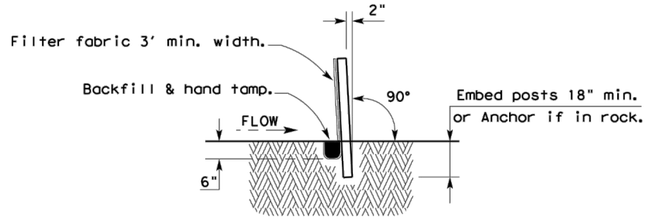
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

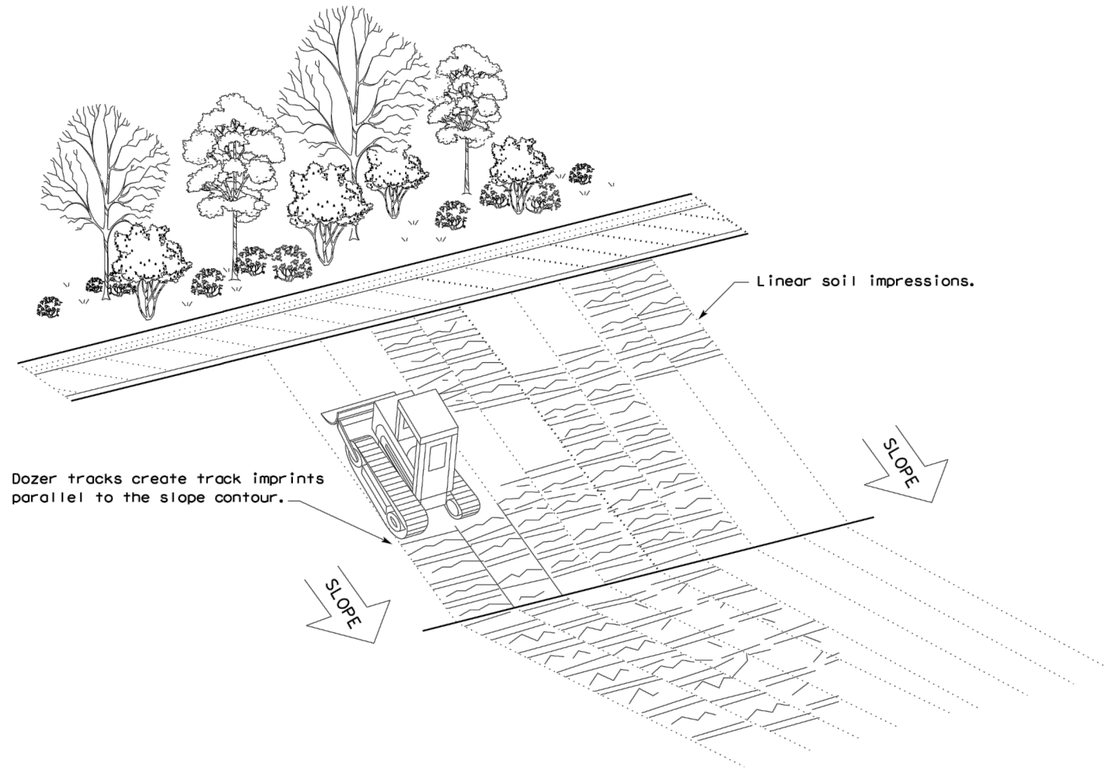
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

EROSION CONTROL DETAILS

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				C31

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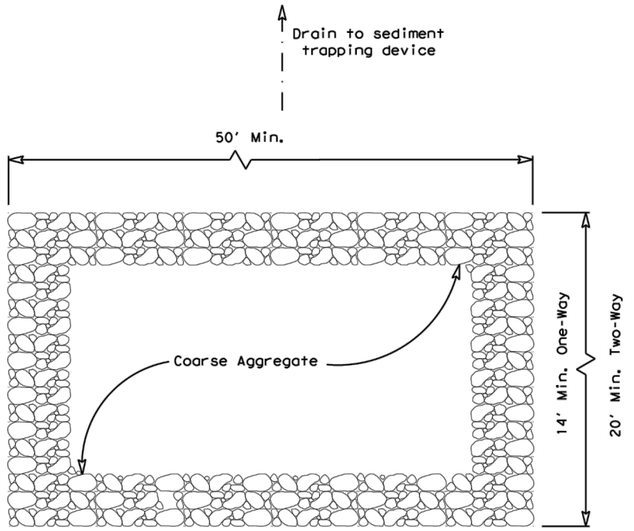
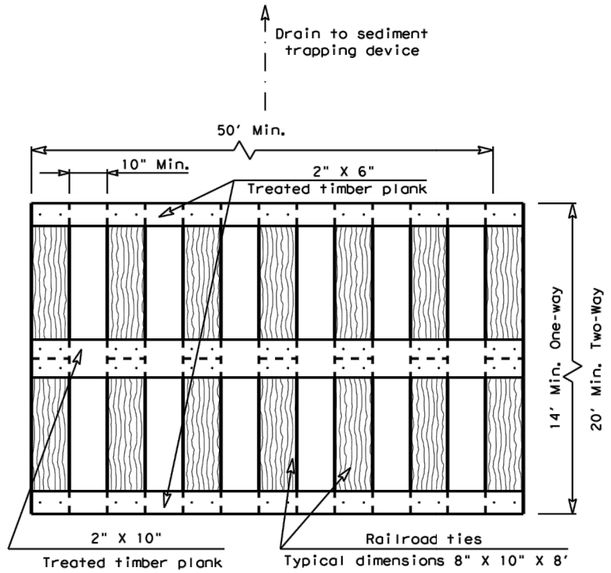
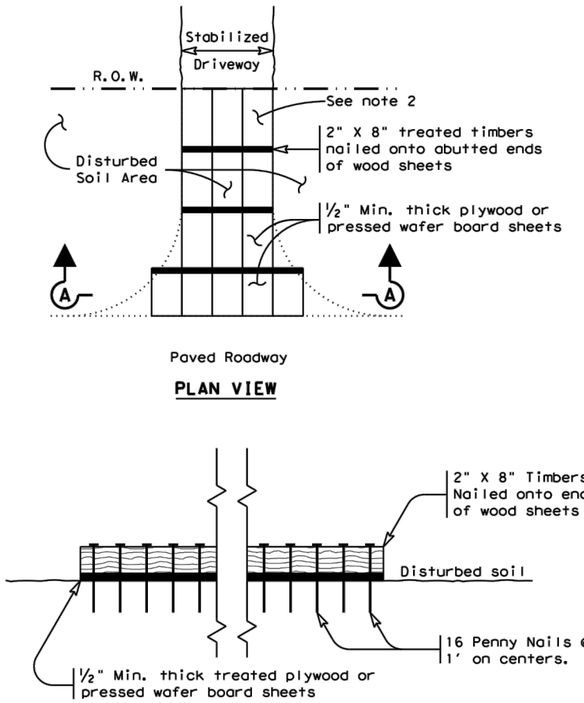
DATE:
FILE:



PLAN VIEW



PLAN VIEW

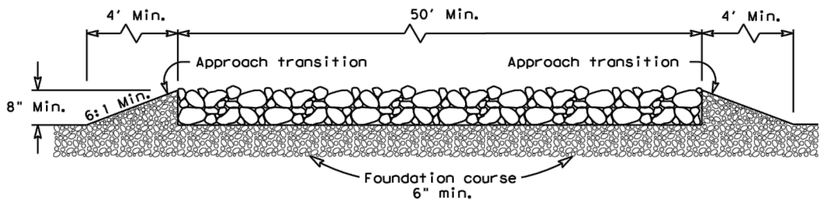


PLAN VIEW

SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM



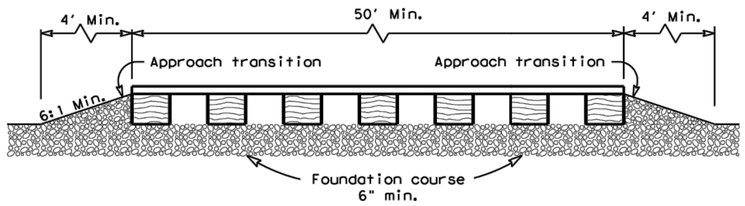
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.
				C32

AI-57304 **Purchasing Department** **20. B. 2.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor:

VENDOR	INVOICE NO.	AMOUNT	PO NUMBER
LeFevre	June 16-5	$108,058.50	743912
LeFevre	April 16-7	$ 25,200.00	743912

BACKGROUND

These invoices are being approved as claims because services were provided before the PO was approved, but after the Work Authorization was approved.

Service dates:
Inv# April 16-7 - 4/11/16 thru 4/20/16
Inv# June 16-5 - 4/21/16 thru 6/24/16

Approval dates:
Work Authorization - 4/5/16
PO 743912 - 5/20/16
NTP - 5/24/16
I

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1303-431-00-121-212-0-721

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

BUDGETARY IMPACT:

PO#743912

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2016 11:22 AM
Budget & Management	Veronica Ortiz	11/10/2016 11:30 AM
Final Approval	Veronica Ortiz	11/10/2016 01:54 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Katia Garcia		Started On: 11/09/2016 03:08 PM
Final Approval Date: 11/10/2016		

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

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Invoice

Date	Invoice #
6/30/2016	June 16-5

Bill To
Attn: Katia Garcia Hidalgo County - PCT. 1 1902 Joe Stephens Ave., Ste. 101 Weslaco, TX 78596

P.O. No.	Terms	Project
743912 WA#1		Goolie Rd

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total...	Dates Ser...	Amount
Service	Basic Engineering: Goolie Rd C-15-320-10-13	120,065.00			0.9	120065.00	90.00%	90.00%	4/21/2016 - 6/24/2016	108058.50
Service	Topographic Survey:Goolie Rd C-15-320-10-13	25,200.00	25,200.00	100.00%	0	25,200.00	0.00%	100.00%		0.00
Service	Engineering: Goolie Rd C-15-320-10-13	37,990.00			0	37,990.00	0.00%	0.00%		0.00
Service	Inspection: Goolie Rd C-15-320-10-13	35,250.00			0	35,250.00	0.00%	0.00%		0.00

INVOICE RECEIVED BY
Katia Garcia 11/9/16
GOODS/SERVICES RECEIVED BY:
_____ on 4/21-6/24/16

Pct. 1
C.I.P.
6-13-03-431-00-121-212-0-721

Total	$108,058.50
Payments/Credits	$0.00
Balance Due	$108,058.50

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

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Invoice

Date	Invoice #
4/25/2016	April 16-7

Bill To
Attn: Katia Garcia Hidalgo County - PCT. 1 1902 Joe Stephens Ave., Ste. 101 Weslaco, TX 78596

P.O. No.	Terms	Project
PO 743912 WA#1		Goolie Rd

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Service	Basic Engineering: Goolie Rd C-15-320-10-13, Work Authorization No. 1	120065.00			0	120,065.00	0.00%	0.00%	0.00
Service	Topographic Survey:Goolie Rd C-15-320-10-13, Work Authorization No. 1	25,200.00			1	25,200.00	100.00%	100.00%	25,200.00
Service	Engineering: Goolie Rd C-15-320-10-13, Work Authorization No. 1	37,990.00			0	37,990.00	0.00%	0.00%	0.00
Service	Inspection: Goolie Rd C-15-320-10-13, Work Authorization No. 1	35,250.00			0	35,250.00	0.00%	0.00%	0.00

INVOICE RECEIVED BY
katie Garcia on 11/9/16
GOODS/SERVICES RECEIVED BY:
_____ on 4/11-4/20/16

Pct. 1
C.I.P.
6-13-03-431-00-121-212-0-721

Survey started on April 11, 2016
Survey was received on April 20, 2016

Total	$25,200.00
Payments/Credits	$0.00
Balance Due	$25,200.00

AI-57182 **Purchasing Department** **20. B. 3.**

CC - REGULAR

Meeting Date: 11/15/2016

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 Increases #736779, 748848,744813,749123,746041,751839,743404,727360,745807, 749428,741616,747309
- Requisitions: #308633,309103,309112,309114,309118,309291,309278,309314,309416,309503,

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-231-0-721

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

BUDGETARY IMPACT:

Req#'s: 309103, 309112, 309114

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-229-0-721/841

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

BUDGETARY IMPACT:

Req#'s: 309314, 309291, 309278, 309118

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

Increases for PO#'s : 745807

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-121-005-0-430

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

BUDGETARY IMPACT:

Increase for PO#'s : 743404, 751839

FISCAL YEAR: 2016 **ACCT. #:** 6-1280-431-00-121-817-5-721

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

BUDGETARY IMPACT:
Req#: 308633

FISCAL YEAR: 2016 **ACCT. #:** See Below
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO#: 727360
6-1347-431-00-121-187-0-721
6-1350-431-00-121-187-0-721

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-231-0-721
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Req#'s: 309503
Reference AI-57273 CC 11/15/16

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-121-227-0-721
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO#749428

FISCAL YEAR: 2016 **ACCT. #:** 6-1315-431-00-121-039-0-721
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO# 741616
Reference AI-572284 & 57289 CC 11/15/16

FISCAL YEAR: 2016 **ACCT. #:** 6-1347-431-00-121-219-0-721
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO#: 747309
Reference: AI# 57277 CC 11/15/16

FISCAL YEAR: 2016 **ACCT. #:** 6-1347-431-00-121-224-0-721
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Req# 309416

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:
Increase PO# 736779

FISCAL YEAR: 2016 **ACCT. #:** 6-1347-431-00-121-226-0-721
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO# 748848

FISCAL YEAR: 2016 **ACCT. #:** 6-1347-431-00-121-208-0-721
FUNDS AVAILABLE Y/N?: y. **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO# 744813

FISCAL YEAR: 2016 **ACCT. #:** 6-1347-431-00-121-225-0-721
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO# 749123

FISCAL YEAR: 2016 **ACCT. #:** See Below
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Increase PO# 746041

6-1345-431-00-121-207-0-721
6-1345-431-00-121-207-0-841
6-1347-431-00-121-207-0-721
6-1347-431-00-121-207-0-841

Attachments

Req. 308633
PO increase 751839 & 743404
Req 309103
Req 309112
Req 309114
Req 309118
PO increase 727360
Req 309314
Req 309291
Req 309278
Po increases 745807 & 749428
Req 309503

Po increases 741616 & 747309
Req 309416
Po Increase 736779 748848 744813 749123 746041

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2016 01:16 PM
Budget & Management	Veronica Ortiz	11/10/2016 01:18 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Elena Gomez		Started On: 11/02/2016 09:28 AM
Final Approval Date: 11/10/2016		

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
		C-16-351-09-27 09/26/17		
		DO NOT DUPLICATE ORDER		
1.00	EACH	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	19,622.00	19,622.00
		Account No	Encumbrance	
		6-1280-431-00-121-817-5-721	19,622.00	
			Freight	.00
			Total	19,622.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req. #308633

2:00 PM
OCT 13 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: PGC DEPUTY

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

APPROVED BY
COMMISSIONERS' COURT
ON: 9/27/16

ATTEST:

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be provided by the OWNER
Work Authorization No. 1
FEMA Road & Drainage Project – Pct. No. 1

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

Scope of Services to be provided by the Engineer

Work Authorization No. 1

FEMA Road & Drainage Project - Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

(LEMC)

The County of Hidalgo, Texas, proposes to restore with signage and striping **Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping**

Contract Amount: $19,622.00

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

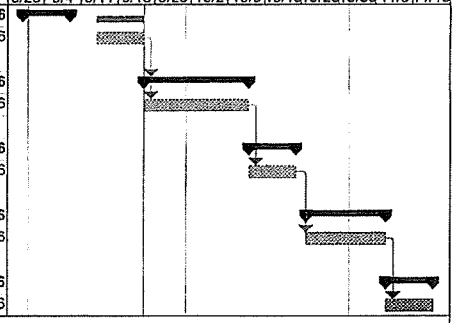
A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion. Upon completion of the project LEMC will provide Record Drawings ("As-Builts").

COUNTY OF HIDALGO - FEMA ROAD AND DRAINAGE IMPROVEMENTS PROJECT
EXHIBIT C - Work Schedule
Work Authorization No. 1

ID	Task Name	Duration	Start	Finish
1	**Project Start Up**	7 days	Wed 8/31/16	Thu 9/8/16
2	Define Scope of Work and Tasks	7 days	Wed 9/14/16	Thu 9/22/16
3				
4	**Survey**	14 days	Fri 9/23/16	Wed 10/12/16
5	Design Topography	14 days	Fri 9/23/16	Wed 10/12/16
6				
7	**Preliminary Plans (30% Submittal)**	7 days	Thu 10/13/16	Fri 10/21/16
8	Preliminary Plans and Specifications	7 days	Thu 10/13/16	Fri 10/21/16
9				
10	**60-90% Submittal of Plans and Specifications**	11 days	Mon 10/24/16	Mon 11/7/16
11	Plans and Specifications	11 days	Mon 10/24/16	Mon 11/7/16
12				
13	**100% Submittal**	7 days	Tue 11/8/16	Wed 11/16/16
14	Final Plans & Specifications	7 days	Tue 11/8/16	Wed 11/16/16



Date: Fri 9/23/16

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

LeFEVRE ENVIRONMENTAL & [illegible]

Exhibit "D"

Cost Proposal

Work Authorization No. 1

FEMA Road & Drainage Project - Pct. No. 1

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
(LEMC)

The County of Hidalgo, Texas, proposes to restore Site No. 6, Mile 13 ½ between 4 West and FM 88 in Weslaco, Texas. The work shall include restoring the road to pre-event form which includes restoring 2,640 linear feet of road, 28 feet in width, for six inch depth for caliche base, and 2,640 linear feet and 24 feet wide for asphaltic surface to a depth of two inches and signage and striping

Contract Amount: $19,622.00

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$17,168.00
Topographic Survey		$2,454.00
	Total	**$19,622.00**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$245.70/HOUR
PROJECT ENGINEER	$152.92/HOUR
PROJECT MANAGER	$138.32/HOUR
DESIGNER/TECHNICIAN	$ 100.10/HOUR
ADMINISTRATIVE	$ 39.75/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 91.00/HOUR

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

EXHIBIT D-1

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.6000
Fax. 956.661.6001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown
Work Authorization No. 1 - FEMA Project)
EXHIBIT D-1

LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	245.75	$/Hr
Engineer	152.92	$/Hr
Project Manager	138.32	$/Hr
CADD Technician	100.10	$/Hr
Inspector	91.00	$/Hr
Administration	39.75	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Meeting w/ County & Staff	1	0	1			
Planning w/ County Staff		0	1			
Define Scope of Work & Tasks		0	1			
Total	1	0	3	0	0	0

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Develop Feasible Alternatives		0	1			
Develop Preferred Alternative		0	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		0	1			
Preliminary Plans and General Notes		0	1	10	4	
Preliminary Specifications		0	1		4	
Total	0	0	5	10	8	0

Design - Civil, Electrical, Structural Task 3	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Survey Coordination and Evaluation		0	4	19		
Final Design Calculations		0	4			
Final Plan and General Notes		0	4	40	4	
Final Specifications		0	4		4	
Design	0	0	16	59	8	0

Final Plans and Specifications Task 5	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Final Plan and General Notes	1	0	3	10	0	
Final Specifications	1	0	3		4	
Design	2	0	6	10	4	0

Construction Phase Engineering Bidding & Award (Task 6)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Advertisement						
Pre-Bid Meeting			1			
Bid Opening	0		1			
Negotiations w/ Contractor						
Notice of Award to Contractor			1			
Pre-Construction Meeting & N.T.P.			1			
Total	0	0	4	0	0	0

Construction (Task 7)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	Inspector
Construction Phase Engineering			2			
Monthly Project Status Meeings			2			
Construction Inspections			2			
Construction Phase Total	0	0	6	0	0	0

As Builts (Task 8)	$200/Hr Principal Engineer	$165/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	N/A Other
Record Drawings			1	10		
Closing of the Project			1			
Total	0	0	2	10	0	

Total Hours	3	0	30	79	20	0
Project Start Up - Phase II	1	0	3	0	0	0
Design - Phase II	0	0	16	59	8	0
Preliminary Plans - Phase II	0	0	5	10	8	0
Final Plans and Specs - Phase II	2	0	6	10	4	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	$600	$0	$5,250	$6,715	$1,300	$0

CONTRACT TOTAL AMOUNT	$13,865

Total Hours	0	0	13	12	0	0

Bidding & Award (Task 6)	0	0	4	0	0	0
Construction (Task 7)	0	0	6	0	0	0
AS-Builts (Task)	0	0	3	12	0	0
Amount Per Hour	$200	$165	$175	$85	$65	40
Grand Total	$0	$0	$2,275	$1,020	$0	$0

Total Construction Phase	$3,295

Survey	$	2,462.00
Design	$	13,865.00
Inspection		$0
Construction Phase Engineering		$3,295
Total Contract	$	19,622.00

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 Townsand 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

CNTRL # RI130

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Rick Perez
Telephone No.: (956)968-8733

Vendor No.: 441686
Vendor Name: Mid Valley Trailer Repair
Address: 2429 N. Vo Tech Dr.
Weslaco, Tx. 78599

Purchase Order No.: 751839
Increase **No. 1** for this Purchase Order
Procurement Method:

- ☐ Contract #
- ☐ 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
2.5	HRS.	*DIAGNOSIS*	*928.85*	$95.00	**$237.50**
1	EA	REMAN TRANSMISSION	060.69	$2,200.00	$2,200.00
		AMOUNT OF INCREASE REQUEST-			**$2,200.00**
		TOTAL AMOUNT			**$24,375.50**

Account Number: 6-1200-431-00-121-005-0-430

Liquidated: _____
Available: _____

Reason: DIAGNOSIS RESULTS:NEED NEW TRANSMISSION. WITH OPTION TO INCREASE.

Authorization: _____ 11/2/16
Department Head — Date

Reviewed By: _____
Purchasing Department — Date

Approved By _____
Purchasing Agent — Date

Approved By: _____
County Auditor — Date

CNTRL # RI20

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Anthony Webber
Telephone No.: (956)968-8733

Vendor No.: 249351
Vendor Name: LUMATEC LIGHTING SERVICES
Address: PO BOX 2225
MCALLEN, TX. 78502

Purchase Order No.: 743404
Increase No. 1 for this Purchase Order
Procurement Method:
☐ Contract # E-16-198-04-19
☐ 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
1	EA	*ORIGINAL AMT. OF P.O. TO FIX STREET*	*96883*		**$1,300.00**
		SIGNAL LIGHT.	96877		
8	HRS.	ALTEE AM 660 BUCKET TRUCK	96883	$125.00	$1,000.00
8	HRS.	1 TON PICK-UP WITH TOOLS	96883	$75.00	$600.00
8	HRS.	FOREMAN (MASTER)	96258	$55.00	$440.00
8	HRS.	TWO ELECTRICIAN (JOURNEYMAN)	96848	$90.00	$720.00
8	HRS.	TWO GROUND MEN/LABOR	96258	$35.00	$280.00
1	EA	LANE CLOSER/ TRAFFIC CONTROL	96877	$500.00	$500.00
9	EA	REMOVE & REPLACE 135 WATT LAMP	28549	$9.50	$85.50
3	EA	REPLACE 3 LIGHT HEAD W/ WIRE & HARDWARE	28549	$216.67	$650.01
3	EA	INSTALL 3 NEW LED LIGHTS	28550	$125.00	$375.00
40	FT	REPAIRED ELECTRICAL SHORT BY REPLACING 7 PAIR CONTROL CABLE	28030	$10.00	$400.00
1	EA	INSTALL NEW TRAFFIC CONTROLLER	55081	$1,850.00	$1,850.00
6	HRS.	1 ALTEE AM 660 BUCKET TRUCK	96883	$125.00	$750.00
6	HRS.	1 TON PICK-UP WITH TOOLS	96883	$75.00	$450.00
6	HRS.	1 FOREMAN (JOURNEYMAN)	96258	$40.00	$240.00
6	HRS.	1 ELECTRICIAN	96848	$45.00	$270.00
6	HRS.	2 GROUND MEN / LABOR	96258	$35.00	$210.00
1	EA	LANE CLOSER/ TRAFFIC CONTROL	96877	$500.00	$500.00
		AMOUNT OF INCREASE REQUEST-			**$9,320.51**
		TOTAL AMOUNT			**$10,620.51**

Account Number: 6-1200-431-00-121-005-0-430

Liquidated: _____
Available: _____

Reason: ADDITIONAL PARTS & LABOR.

Authorization: _____ 8/23/16
Department Head — Date

Reviewed By: _____ _____
Purchasing Department — Date

Approved By _____ _____
Purchasing Agent — Date

Approved By: _____ _____
County Auditor — Date

Requisition

Req # 00309103

PO #

Date: 11/02/16

Bill To: x
x

Vendor : 315109
ERGON ASPHALT & EMULSIONS, INC.
11612 RM 2244, BLDG 1, STE 250
AUSTIN TX 78738

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR G.
956-968-8733

Contract No: C-16-169-06-20

Special Instructions:
RY138

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-169-06-20 06/19/17 DO NOT DUPLICATE ORDER		
4300.00	GAL	CC SS-1 FOR MILE 14 1/2 NORTH (MILE 1W & MILE 2W)	1.60	6,895.05
		Account No	Encumbrance	
		6-1350-431-00-121-231-0-721	6,895.05	
			Freight	.00
			Total	6,895.05
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AT 3:00 FILED O'CLOCK P M
JUL 21 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY Nac DEPUTY

REQUIREMENTS AGREEMENT
C-16-169-06-20

THIS AGREEMENT (the "Agreement") is entered into effective as of 20th day of June, 2016 by and between, **Ergon Asphalt & Emulsions, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"SS-1 Emulsified Asphalt and Delivery Services,"** for Hidalgo County as further described in Exhibit "A" (the "Products"), Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in the areas of **HIDALGO COUNTY** projects for a period of one (1) year, from **June 20, 2016** to **June 19, 2017**, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. 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. Buyer may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 6/20/16 mk

ERGON ASPHALT & EMULSIONS, INC.

By: R M McKemie

Printed Name: R. M. McKEMIE

Title: VICE PRESIDENT

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____

Date: 7-8-16

EXHIBIT "B"
HIDALGO COUNTY
(All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID № 2016-169-06-01-SGS

OPENED 9:46 6-1-16

Witnessed

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)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charge; will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	$1.5628 /Gal.	$ 80.00 Hour
Loads Of 4,000 – 4,999 Gallons Cost Are To Be Net F.O.B, destination	$1.6035 /Gal.	$ 80.00 Hour
Loads Of 3,000 – 3,999 Gallons Cost Are To Be Net F.O.B., destination	$1.6713 /Gal.	$ 80.00 Hour
Loads Of 2,000 – 2,999 Gallons Cost Are To Be Net F.O.B., destination	$1.8070 /Gal.	$ 80.00 Hour
Loads Of 1,000 – 1,999 Gallons Cost Are To Be Net F.O.B; destination	$2.2140 /Gal.	$ 80.00 Hour

For Internal Use Only –Commodity Code: 745-08 Asphalt, Emulsified

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain firm through the contract period and will be only on an "As needed Basis".

BIDDER INFORMATION-INDICATE BRANCH & PHONE NUMBER (if applicable for ordering purposes)

Company Name: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244 BLDG 1, SUITE 250 PLANT ~~Branch~~ Address 6746 UP RIVER ROAD CORPUS CHRISTI, TEXAS 78409

City/State/Zip Code: AUSTIN, TEXAS 78738

Phone №: (512)469-9292 Fax №: (512)469-0391 SALESMAN ERNESTO SANTILLAN Cellular №: (361)271-6465

PLANT ~~Branch~~ №: (361) 289-6147 Fax №: (361) 289-8297

Authorized Signature:

Printer Name: ERNESTO SANTILLAN Date / 05 / 25 / 2016

Title: AREA SALES MANAGER

Requisition

Req # 00309112

PO #

Date: 11/02/16

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR G.
956-968-8733

Contract No: E-16-071-02-03

Special Instructions:
RY139

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-16-071-02-03 04/18/17 DO NOT DUPLICATE ORDER		
1300.00	TON	CC TYPE D HOT MIX ASPHALT FOR MILE 14 1/2 NORTH (MILE 1W & MILE 2W)	58.00	75,400.00
1.00				.00
1.00				.00
1.00				.00
1.00				.00
		Account No	Encumbrance	
		6-1350-431-00-121-231-0-721	75,400.00	
			Freight	.00
			Total	75,400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg # 309112

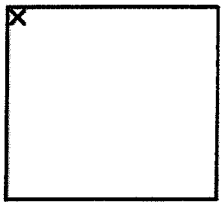
SPECIAL MEETING - February 3, 2016

BE IT REMEMBERED, that on this 3rd day of February 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:

Req# 309112
February 3, 2016



AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
February 3, 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:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Items. 4.B., 12.J., and 12.L. to be pulled for discussion.

Vote: 5 - 0 - Unanimously

1. AI-53257 **Approval of check register and payment of claims and bills -** (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2015 Interdepartmental transfers:**

   A. AI-53210 Pct.1 CO's 2014 (1345):
   Approval of 2015 interdepartmental transfer within Certificate of Obligations Series 2014 from program (041) and program (199) to program (194) in the amount of $ 52,235.50.

3. **2016 Intradepartmental transfers:**

   A. AI-53241 2016 - Environmental Compliance (1100)

G. AI-53180 HIDTA
Requesting authority to purchase a (24) Twenty-four Month Subscription Renewal for a Single-User Access Authorization for Online Social Media Monitoring from Sole Sourced vendor Snaptrends for a period from 9/17/15 - 9/18/17; through Requisition#291027 in the amount of $2,900 / year for a total of $5,800 with Company's response as acceptance of Purchase Order and not an Executed Agreement.

H. AI-53134 Acceptance & approval of the following invoices submitted by contracted/project engineer, Javier Hinojosa Engineering:
1. Invoice No. 16012- $3,112.50
2. Invoice No. 16013- $6,908.21

I. AI-53091 A correction on AI-52031 dated 11/17/15 on one of the trade-in vin# (vin# 1DP7H1CX215099558 was entered INCORRECT THE CORRECT vin # is 1GDP7H1CX2J509958

J. AI-52917 Action to approved the County's option to renew/extend for an additional one [1] year term [as permitted under the current agreement] the engagement of the Espinosa Law Firm for the provision of legal services to the Hidalgo County Civil Service Commission.

Ms. Martha Salazar mentioned that the CIQ was modified as of 1-1-16 however, as the statute reads the vendor has 7 days upon being made aware. Therefore, items12.J and 12.L. are all subject to compliance to HB 1295 and CIQ, therefore the modification to the form. Nonetheless, Ms. Salazar suggested approval subject to compliance. Ms. Salazar stated they will be sending notices and won't proceed without compliance of.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

K. AI-53096 Approve Request for Payment-Application No. 8 in the amount of $82,990.14 from IOC Company, LLC, awarded contractor for Precinct No. 3, "Mile 2 North Roadway Project," and as certified for payment by project engineer, L&G Engineer-C-14-153-02-17.

L. AI-53036 Acceptance and approval to exercise the County's option to extend the following contracts for "Type D Hot Mix Asphalt-Gravel and Limestone-Hidalgo County Precincts" for the one (1) year option, under the same rates, terms and conditions with the following multiple awarded vendors and subject to compliance with HB1295 [if and when applicable]:

A. Contract #C-15-026-03-17-Frontera Materials;

Req #309112

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

CORRECTED

January 19, 2016

Frontera Materials, Inc.
Attn: Barry M. Ehlinger
P.O. Box 1449
Elsa, Texas 78543

Via Email: barry@fmitex.com

Re: Renewal of Contract C-15-026-03-17
"Type D Hot Mix Asphalt-Limestone Only"-Hidalgo County Precincts

Dear Mr. Ehlinger;

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the **additional year extension** term as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 2, 2016 and/or the next available Commissioners Court** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 *p.m., Friday, January 22, 2016 and or sooner***, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: JAN 22, 2016

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Req# 309112

REQUIREMENTS AGREEMENT
C-15-026-03-17

THIS AGREEMENT (the "Agreement") is entered into as of the **17th** day of **March, 2015** by and between **Frontera Materials Inc.**("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, as further described in Exhibit "A" the Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Precincts 1-2-3-4;**

WHEREAS, Seller has submitted a proposal to supply Buyer's **Limestone** requirements; and (the "Products");

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for **Precincts 1-2-3-4** for a period of one (1) year commencing **April 9 , 2015** and ending **April 8, 2016** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason
at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is

Req# 309112

EXHIBIT "B"
HIDALGO COUNTY
(All funding, programs & entities)
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2015-026-02-11-SGS

2/11/15 @ 2:45pm

1300 Tons @ 58.00

BID PAGE

BID PRICE PER TON (GRAVEL): $ 58.00/TON FOB Plant (La Joya)

BID PRICE PER TON (LIMESTONE): $ 58.00 /TON FOB Plant (Progresso)

PHYSICAL LOCATION OF PIT(S):

Gravel Bid - La Joya Plant - 2.5 m N of US83 on FM 2221, La Joya TX

Limestone Bid - Progresso Plant - 1/2 m E of ~~Military 281~~ FM 1015 on Military 281

Internal use only- Commodity Code: 745-11 Asphalt, pervious Hot Mix, 745-14-Concrete Cold Laid, 745-21- Concrete Hot Laid

BIDDERS INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: PO Box 1449

CITY/STATE/ZIP: Elsa TX 78543

PHONE NO/FAX NO: 956-607-5965 cell / 316-8954 office

CELL PHONE NO: 956-607-5965

E-MAIL ADDRESS: barry@fmitex.com

AUTHORIZED SIGNATURE: Barry McElroy

TITLE: Materials Mgr.

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional- one (1) year term under the same rates, terms and conditions.

Req# 309112

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Co.	
INSURER B: The Chapter Oak Fire Ins Co	
INSURER C: The Travelers Indemnity Company of	
INSURER D: The Travelers Indemnity Company	
INSURER E:	
INSURER F:	

INSURED: Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES **CERTIFICATE NUMBER: 2016-2017** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		Y-660-1C405755-PHX-16	9/1/2016	9/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-5D227668-16-CAG	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSM-CUP-1C405687-TCT-16	9/1/2016	9/1/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YCUB-1C40567-5-16	9/1/2016	9/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Hidalgo shall be included as Additional Insured on all Commercial General Liability policies as required by written contract.

CERTIFICATE HOLDER

sandy.suarez@co.hidalgo.tx

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

Robert R Garza/CO Robt R Garza

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The ACORD name and logo are registered marks of ACORD

Requisition

Req # 00309114

PO #

Date: 11/02/16

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR G.
956-968-8733

Contract No: C-16-077-06-20

Special Instructions:
RY140

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-077-06-20 07/01/17 DO NOT DUPLICATE ORDER		
3799.00	TON	CC FLEX BASE MATERIAL (CRUCHED CALICHE) FOR MILE 14 1/2 NORTH (MILE 1W & MILE 2W)	3.75	14,246.25
		Account No	Encumbrance	
		6-1350-431-00-121-231-0-721	14,246.25	
			Freight	.00
			Total	14,246.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req.#309114

FILED
AT 3:30 O'CLOCK P.M
JUN 29 2016
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

REQUIREMENTS AGREEMENT
C-16-077-06-20

THIS AGREEMENT (the "Agreement") is entered into effective as of the **20th** day of **June, 2016** by and between **Frontera Material, Inc.** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Flexible Base Material (Crushed Caliche)"** (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 **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional two (2) one (1) year terms, 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 **July 2, 2016** and expire on **July 1, 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

Witnessed

OPENED 2:33 3-30-16

Req.# 309114

EXHIBIT "B"

BID PAGE
HIDALGO COUNTY
"Flexible Base Material (Crushed Caliche)"
RFB No. 2016-077-03-30-SMA
NIGP CODE: 750-52

NOTE: [illegible]

(Refer to #10 on Page 2 of Exhibit "A" Specifications)

3799 Tons @ 3.75

DESCRIPTION of MATERIAL/LOCATION of PITS	Hidalgo County PCT 1	Hidalgo County PCT 2	Hidalgo County PCT 3	Hidalgo County PCT 4
FLEXIBLE BASE MATERIAL (crushed caliche) Type E Grade 3	$ 3.75 per ton	$ 3.75 per ton	$ 3.75 per ton	$ 3.75 per ton
INITIAL PIT LOCATION	490 Pit 4.5 miles W of US281 ON FM 490	490 Pit	Reavis Pit 2.5 miles N of US83 on FM 2221	490 Pit
ALTERNATE PIT LOCATION NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	1) Reavis Pit 2)	1) Reavis Pit 2)	1) 490 Pit 2	1) Reavis Pit 2) 3) 4)

Las Joyas

Req.#309114

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	INSURER A: Phoenix Insurance Co. INSURER B: The Chapter Oak Fire Ins Co INSURER C: The Travelers Indemnity Company of INSURER D: The Travelers Indemnity Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 2016-2017** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		Y-660-1C405755-PHX-16	9/1/2016	9/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-5D227668-16-CAG	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSM-CUP-1C405687-TCT-16	9/1/2016	9/1/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YCUB-1C40567-5-16	9/1/2016	9/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

County of Hidalgo shall be included as Additional Insured on all Commercial General Liability policies as required by written contract.

CERTIFICATE HOLDER

sandy.suarez@co.hidalgo.tx

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

Robert R Garza/CO

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Requisition

Req # 00309118

PO #

Date: 11/02/16

Bill To: x
x

Vendor : 224278
RIO VALLEY PIPE, LLC
7301 W. EXPRESSWAY 83
MISSION TX 78572
FAX (956)585-8675

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR
956-968-8733

Contract No: E-16-168A-04-05

Special Instructions:
RK141

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-16-168A-04-05 EXPIRES 4/29/17		
		DO NOT DUPLICATE ORDER		
261.00	FT	REINFORCED CONCRETE "DRAINAGE" PIPE: 24" - SINGLE OFFSET GASKET - CLASS III FOR THE MILANO RD. PROJECT	22.95	5,989.95
376.00	FT	REINFORCED CONCRETE "DRAINAGE" PIPE: 18" - SINCLE OFFSET GASKET - CLASS III FOR THE MILANO RD. PROJECT	17.65	6,636.40
		Account No	Encumbrance	
		6-1350-431-00-121-229-0-721	8,207.13	
		6-1350-431-00-121-229-0-841	4,419.22	
			Freight	.00
			Total	12,626.35
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 14, 2016

Larry Hinojosa, Sales Administrator
Rio Valley Pipe, LLC
3609 W. Palma Vista Drive
Palmview, Texas 78572
P (956) 432-0600 **F** (956) 583-2086

via email: sales@riovalleypipe.com

Re: HB Form 1295 Required/Renewal/Extension Notice
C-15-013A-04-28 – "PIPES & MISCELLANEOUS ITEMS"- HIDALGO COUNTY

Dear Mr. ~~Gonzales:~~ Hinojosa

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with Rio Valley Pipe, LLC for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **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.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295,** provide **CONTRACT No. C-15-013A-04-28**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on April 5, 2016,** the signed notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us **by no later than Friday, March 18, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: rocio.villarreal@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: March 17, 2016

~~Roger V. Gonzales, Sales Representative~~
Larry Hinojosa, Sales Administrator

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract 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/rv
Enclosures

REQUIREMENTS AGREEMENT
C-15-013A-04-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of April, 2015 by and between Rio Valley Pipe, LLC ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pipes & Miscellaneous items,"** (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 **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **April 30, 2015** and expire on **April 29, 2016** 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 Seller 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:
Rio Valley Pipe, LLC
Attn: Roger V. Gonzalez, Sales Representative
3609 W. Palma Vista Drive
Palmview, Texas 78572

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

States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend 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 soverign, 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
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 4-28-15 RJ

RIO VALLEY PIPE, LLC

By: _____
Printed Name: Roger V. Gonzales
Title: Sales Representative

TABULATION SHEET
"PIPES & Miscellaneous Items" – Hidalgo County
RFB NO. 2015-013-02-11-MEG

CAPA RIO VALLEY PIPE

CATEGORY (A) – PIPES

REINFORCED CONCRETE PIPE – RUBBER GASKET JOINT PIPE NIGP CODE: 658-68			
Vendor	**CAPA RIO VALLEY PIPE**		
	Class III	Class IV	Class V
12" LF	15.00	19.30	21.35
15" LF	17.65	22.35	24.40
18" LF	20.30	25.40	27.45
24"LF	26.80	32.50	34.55
30" LF	39.65	43.70	47.65
36" LF	57.45	65.00	67.65
42" LF	74.30	79.75	91.50
48" LF	90.90	100.55	115.60
54" LF	108.30	123.20	140.75
60" LF	135.80	153.15	181.35
72" LF	187.50	216.20	265.25

376LF
261 LF

REINFORCED CONCRETE PIPE – TONGUE & GROOVE PIPE NIGP CODE: 658-68			
Vendor	**CAPA RIO VALLEY PIPE**		
	Class III	Class IV	Class V
12"	12.40	16.25	18.30
15"	15.00	19.30	21.35
18"	17.65	22.35	24.40
24"	22.95	28.45	30.50
30"	38.10	41.00	51.50
36"	52.20	57.70	72.15
42"	66.95	73.15	84.10
48"	89.50	96.10	114.15
54"	105.10	117.05	137.60
60"	129.80	147.15	175.30
72"	187.50	216.20	258.60

0 • *

RCP 18"
LF 376 • x
unit cost 17 • 65 =
6,636 • 4*

RCP 24"
LF 261 • x
unit cost 22 • 95 =
5,989 • 95*

0 • *

18" 6,636 • 4+
24" 5,989 • 95+
002
total 12,626 • 35*

Rea# 309118

CNTRL # 34

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Vendor No.: 169447
Vendor Name: CITY OF WESLACO
Address: 255 S. KANSAS AVENUE
WESLACO, TX 78596-6285

Purchase Order No.: 727360
Increase **No.1**___ for this Purchase Order
Procurement Method:
❑ Contract # C-15-229-03-31
❑ 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
1	EA	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*91327*	$ 1,200,000.00	**$1,200,000.00**
		INCREASE NO. 1	91327	$ 283,310.43	$0.00
1	EA	***AMOUNT OF INCREASE REQUEST-***	***91327***	$ 283,310.43	**$283,310.43**
		TOTAL AMOUNT			**$1,483,310.43**

Account Number: 6-1347-431-00-121-187-0-721 - $32,546.38
6-1350-431-00-121-187-0-721 - $250,764.05

Liquidated: _____
Available: _____

Reason: INCREASE DUE TO CHANGE ORDERS NO. 1, 2 & 3

Authorization: Katia Garcia — Department Head — Date: 10/31/16
Reviewed By: _____ Purchasing Department — Date: _____
Approved By: _____ Purchasing Agent — Date: _____
Approved By: _____ County Auditor — Date: _____

Requisition

Req # 00309314

PO #

Date: 11/04/16

Bill To: x
x

Vendor : 224278
RIO VALLEY PIPE, LLC
7301 W. EXPRESSWAY 83
MISSION TX 78572
FAX (956)585-8675

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR
956-968-8733

Contract No: OPEN MARKET

Special Instructions:
RK144

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	REINFORCED CONCRETE PRECAST (TYPE"C") GRATE INLET - BOX - SIZE 4' X 4' X 8.0' - NO FLOOR	1,674.46	1,674.46
1.00	EACH	REINFORCED CONCRETE PRECAST (TYPE "C") GRATE INLET - GRATE - SIZE 4' X 4' X - STYLE: BICYCLE PROOF	575.00	575.00
4.00		REINFORCED CONCRETE PRECAST INLET - BLOCK	9.20	36.80
		Account No	Encumbrance	
		6-1350-431-00-121-229-0-721	1,486.07	
		6-1350-431-00-121-229-0-841	800.19	
			Freight	.00
			Total	2,286.26
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RIO VALLEY PIPE, LLC dba CAPA is pleased to provide the following QUOTE.
We are herby submitting this proposal for your consideration...

Customer Name

HIDALGO CO. PCT #1
1902 JOE STEVENS AVE.
WESLACO, TX 78596

Attention:	Purchasing
Owner:	HCP1
Sales Rep.	CAPA
Prepared By:	Larry Hinojosa

Quote No. 22848

Effective Date: **11/4/2016**

Project Information

Milano Road Project

Bid Date & Time:	-
Engineer:	-

QTY	U/M	ITEM	PRODUCT DESCRIPTION	RATE	EXTENDED
1	EA	GRAT...	Reinforced Concrete Precast (Type "C") Grate INLET - BOX - Size: 4' x 4' x 8.0' - No Floor **	1,674.46	1,674.46
1	EA	TYPE ...	Reinforced Concrete Precast (Type "C") Grate INLET - GRATE - Size: 4' x 4' - Style: Bicycle Proof	575.00	575.00
4	EA	BLOC	Reinforced Concrete Precast Inlet - BLOCK	9.20	36.80
			Price For Complete Unit		2,286.26
		Note	** Item may not be in stock. Please allow 7 - 10 Business Days to Produce		0.00
		Reque...	Requested By: Juan Flores, 956-212-4242. Send to: katia.garcia@co.hidalgo.tx.us		0.00

Req# 309314

Per State Law, All Material subject to Sales Tax. State of Texas Form: 01-339 must be on file to exempt tax from this Sale.

ESTIMATED TOTAL: $2,286.26

ACCEPTED BY:_____ DATE:_____

P.O. #:_____ JOB#_____

TERMS AND CONDITIONS, UNLESS OTHERWISE NOTED

1.) PAYMENTS ARE COD OR NET 10TH THE FOLLOWING MONTH WITH APPROVED CREDIT
2.) CONCRETE PIPE PRODUCTS ARE F.O.B UNLOADED AT PROJECT SITE.
3.) PRECAST MANHOLES ARE F.O.B. PROJECT SITE AND ARE UNLOADED BY THE CUSTOMER.
4.) BOX CULVERT PRODUCTS ARE F.O.B. PROJECT SITE AND ARE UNLOADED BY THE CUSTOMER.
5.) BOX CULVERT PRODUCTS INCLUDE REQURIED "RAM-NEK" JOINTING MATERIAL AND EXPOSED STEEL ON END SECTION.
6.) IN ORDER FOR US TO PROVIDE YOU WITH A COMPLETE MATERIALS QUOTATION, DO NOT RELY SOLELY ON THE QUANTITIES AND DESCRIPTIONS AS PROVIDED ON THIS QUOTATION BUT COMPARE OUR DATA TO YOURS AND NOTIFY US OF ANY DISCREPANCIES. WE WILL PROMPTLY REVISE OUR QUOTATION TO INCLUDE THE PRODUCT THAT YOU REQUIRE AND RETURN IT TO YOU.
7.) THE PRICES QUOTED FOR THE REFERENCED PROJECT ARE VALID FOR A PERIOD OF THIRTY (30) DAYS FROM THE ADVERTISED BID DATE. PRICES WILL BE SUBJECT TO CHANGE WITHOUT NOTICE.
8.) WE RESERVE THE RIGHT TO MODIFY THIS BID AND MATCH PRICING QUOTED BY ANY COMPETITOR.
9.) THE PRICING HEREIN IS OFFERED BASED ON SERVICING THE TOTAL PROJECT. WE RESERVE THE RIGHT TO ADJUST THE QUOTED PRICES SHOULD OUR BID NOT BE ACCEPTED IN FULL.
10.) IF THE CUSTOMER IS IN DELINQUENCY AND DECIDES TO PURCHASE MATERIAL SOMEWHERE ELSE, THE CUSTOMER WILL STILL BE RESPONSIBLE FOR PURCHASING ALL PENDING MATERIALS LEFT TO DELIVER.

CAPA
CONCRETE ▲ ASPHALT ▲ PIPE ▲ AGGREGATES

RIO VALLEY PIPE, LLC dba CAPA
3609 W Palma Vista Dr | Palmview, TX 78572
P (956) 432-0600 | Sales Fax(956) 583-2086
sales@capatexas.com | www.capatexas.com

L&R PRECAST CONCRETE WORKS, INC.
3807 N.Bentsen Palm Dr.
Mission Tx. 78574-8200
E-mail lrprecast1@aol.com
Web Site www.lrprecast.com
Phone: (956)-583-6293
Fax : (956)-424-1099

Quotation 463R

Date	11/1/2016
Bid Date	11/1/2016
Bid Time	
Project	

MILANOS RD.

Name / Address
HIDALGO CO. PCT 1 1902 JOE STEPHENS AVE. WESLACO, TX 78596-3700

L&R Precast is pleased to provide you with the following materials quote for the reference project.
We are herby submitting this proposal for your consideration

Customer ID	Description	Qty	Price	Total
	TYPE "C" GRATE INLET - NO FLOOR (4'X4'X8') ***NOTE*** TYPE "C" GRATE INLET INCLUDES (1) BICYCLE PROOF GRATE	2	1,500.00	3,000.00

Req# 309314

D.B.E. APPROVED

Estimated Total $3,000.00

BY SIGNING THIS QUOTATION YOU ARE ACCEPTING TERMS AND CONDITIONS.
ACCEPTED BY:_____ Date: _____
DIRECTIONS#:_____ PO:_____

TERMS AND CONDITIONS

1.- Payments are due on Net 10th.
2.- Concrete products are F.O.B unloaded by the customer at project site.
3.- The prices quoted for the referenced project are valid for a period of thirty (30) days from the advertised bid date. Prices will be subject to change without notice.
4.- If for any reason, the customer is placed on hold, due to lack of payment, and the customer decides to purchase materials somewhere else, the customer will be responsible for paying all pending material left to deliver.
5.- We reserve the right to modify this bid and match pricing quoted by any competitor.
6.- In order for us to provide you with a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies. We will promptly revise our quotation to include the product that you require and return to you.

Park Environmental Equipment

Harlingen, Texas
Tel. 956-428-2079
Fax 956-440-1834

Quotation

V 16-00822 A0

Date:	04-Nov-2016
Bid Date:	04-Nov-2016
Salesperson:	Chris Tamayo
Terms:	TBD
F.O.B.	Jobsite
Shipped Via:	Our Truck

To: HIDALGO COUNTY DRAINGE DISTRICT #1
Attn: JUAN FLORES
Tel: 956-212-4242
Fax:

Project: **MILANO ROAD PROJECT -- WESLACO, TX**

Qty	Description	Price	Amount
2	PARK MODEL CB48 GRATE INLET 4' x 4' x 8.0' AVERAGE DEPTH - INCLUDES PRECAST CONCRETE BASIN WITH OUT FLOOR, AND LID w/ CAST IN HEAVY DUTY STEEL FRAME & 1 - CAST IRON GRATE	$1,962.49	$3,924.98

Accepted by: _____ Salesperson: _____

Company: _____ GC: _____

Date: _____ Purchase Order #: _____

Subtotal:	$3,924.98
SalesTax:	
Freight:	
Total:	

Notes:

1 APPLICABLE SALES TAX AND FUEL SURCHARGE TO BE APPLIED.
2 THIS QUOTE IS SUBJECT TO ENGINEER/OWNER'S APPROVAL.
3 DELIVERED TO JOBSITE, OFFLOADING & SETTING BY OTHERS.
4 PRICES QUOTED ARE NET UNLESS STATED OTHERWISE
5 ALL ELECTRICAL, SLAB, BOLLARDS AND EXTERNAL PIPING BY OTHERS
6 THIS EQUIPMENT IS CUSTOM FABRICATED. CUSTOMER IS RESPONSIBLE FOR CHARGES INCURRED IF ORDER IS CANCELED OR RETURNED
7 ALL QUOTATIONS ARE GOOD FOR 30 DAYS, UNLESS OTHERWISE NOTED.
8 THESE PRICES ARE BASED UPON INFORMATION RECEIVED AND ARE SUBJECT TO CHANGE UPON RECEIPT OF COMPLETE DRAWINGS/ SPECIFICATIONS AND ENGINEER'S APPROVAL.

Req# 309314

Requisition

Req # 00309291

PO #

Date: 11/04/16

Bill To: x
x

Vendor : 357863
HANES GEO COMPONENTS
4101 S. INDUSTRIAL DR., STE. 100
AUSTIN TX 78744
FAX (512)670-2035

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR
956-968-8733

Contract No: E-15-404-11-10

Special Instructions:
RK143

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-15-404-11-10 EXP. 11/25/16		
		DO NOT DUPLICATE ORDER		
30186.00	EACH	PUNCHED & DRAWN BIAXIAL GEOGRID FOR THE MILANO ROAD PROJECT	1.12	33,808.32
		Account No	Encumbrance	
		6-1350-431-00-121-229-0-721	21,975.41	
		6-1350-431-00-121-229-0-841	11,832.91	
			Freight	.00
			Total	33,808.32
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EXHIBIT "B"
Hidalgo County
(all funding sources, programs & entities)
"Punched & Drawn Biaxial Geogrid Reinforcement Materials"
RFB No.: 2013-254-10-09-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 Equivalent to or better	Per Square YD	$ 1.12/SY

Internal Use Only: Commodity Code: 085-85

Proposed bidder shall provide all equipment, supplies, material, and labor necessary in the delivery of the product safely to Precinct 2. Product shall be F.O.B. destination.

BIDDER/COMPANY NAME:	Hanes Geo Components
ADDRESS:	4101 S. Industrial Dr
CITY/STATE/ZIP CODE:	Austin, TX 78744
PHONE & FAX NUMBER:	(512) 670-2050, fax (512) 670-2035
CELLULAR NUMBER:	(210) 216-7200
AUTHORIZED SIGNATURE:	L Alaniz
PRINTED NAME:	Lauren Alaniz
TITLE:	Field Sales Rep
DATE:	10/8/13
E-MAIL ADDRESS:	lauren.alaniz@hanescompanies.com

OPENED
10/9/13
9:55am
Witnessed

(Must be submitted with Bid Packet)

0 * *

SY 30,186 *
unit cost 1.12 =
total 33,808.32 *

Exhibit "B"

Req# 309291

E-15-404-11-10

REQUIREMENTS AGREEMENT
C-13-254-11-26

THIS AGREEMENT (the "Agreement") is entered into as of **26th day of November, 2013** by and between Hanes Company Inc., dba Hanes Geo Components, a North Carolina Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Punched & Drawn Biaxial Geogrid Reinforcement Material"**, as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Punched & Drawn Biaxial Geogrid Reinforcement Material"** in the areas of Hidalgo County projects for a period of two years from **November 26, 2013 to November 25, 2015** and may be extended with the County's discretion for an additional year and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

1yr extension expires 11/25/16

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

Attn: Melissa

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 3, 2015

Hanes Geo Components
Attn: Lauren Alaniz, Field Sales Rep.
4101 S. Industrial
Austin, Texas 78744

via-facsimile: (512) 670-2035
via-email: lauren.alaniz@hanescompanies.com

Re: Renewal/Extension Notice for Contract# C-13-254-11-26-Punched & Drawn Biaxial Geogrid Reinforcement Materials-Hidalgo Co

Dear Mr. Alaniz:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for a **one (1)year period** as provided in the current agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice, as, it will be placed on the next Commissioners' Court agenda meeting for discussion, consideration and action, by signing below and return to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidalgo.tx.us

By: _____ Date: 24 November 2015

Additionally, we are requesting that your company provides an "Updated Certificate of Insurance" as required by and through Hidalgo County's Request for Sealed (Bids, Quotes, Proposals, and Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

xc: file

Requisition

Req # 00309278

PO #

Date: 11/04/16

Bill To: x
x

Vendor : 410179
LHOIST NORTH AMERICA OF TEXAS, LTD
3700 HULEN STREET
FORT WORTH TX 76107
FAX (830)625-4786

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR G.
956-968-8733

Contract No: C-16-176-09-06

Special Instructions:
RY142

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-176-09-06 09/05/17		
		DO NOT DUPLICATE ORDER		
299.00	TON	CC TYPE B-COMMERCIAL LIME SLURRY	178.65	53,416.35
		Account No	Encumbrance	
		6-1350-431-00-121-229-0-721	34,720.63	
		6-1350-431-00-121-229-0-841	18,695.72	
			Freight	.00
			Total	53,416.35
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req# 309278

FILED
AT 2:20 O'CLOCK P M
OCT 25 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

REQUIREMENTS AGREEMENT
C-16-176-09-06

THIS AGREEMENT (the "Agreement") is entered into effective as of 6th day of September, 2016 by and between, **Lhoist North America, Inc.**("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lime Road Material and Delivery Services,"** for Hidalgo County as further described in Exhibit "A" (the "Products"), Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in the areas of **HIDALGO COUNTY** projects for a period of one (1) year, from September 6, 2016 to September 5, 2017, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term. PRODUCT 2

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. Buyer may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

6) **TESTING** may be performed through an independent testing laboratory at the request of Hidalgo County anytime during the length of the contract. If the result of the test show material does not meet specifications, the cost of the test will be absorbed by the vendor. If the result of the test show material does meet specifications, the cost of the test will be borne by Hidalgo County.

7) **TERMS AND CONDITIONS:**

a) 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.

b) Hidalgo County reserves the right to award to one or Multiple bidders, whichever is in the best interest of the County.

c) Insurance certificates as per "EXHIBIT C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit- "C").

e) 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.

f) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

g) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

* h) All Hidalgo County Precincts/Departments are able to utilize the contract.

Insurance in Compliance 10/01/17

OPENED
9:53 & 10-76

Witnessed

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 2
"Lime Road Material and Services"
Bid №: 2016-176-08-10-SMA

Pricing on must include a complete turn-key job including the following any and all materials, delivery, equipment, labor, tools and incidentals for the proper application of the Commercial Lime Slurry.

DECRIPTION	PRICE PER TON Delivered and Placed (Spread)
TYPE B-COMMERCIAL LIME SLURRY Per specifications, delivered and placed (spread)	$ 178.65
Delivery time after receipt of Purchase Order (i.e. days , hrs)	24 HRS AS DIRECTED BY THE PRECINCT
PLANT LOCATION: LA FERIA, Tx	

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: LHOIST NORTH AMERICA

ADDRESS: 350 APG

CITY/STATE/ZIP CODE: New Braunfels

CELLULAR NO: 830-221-8581

E-MAIL ADDRESS: JIM.SCHOLL@LHOIST.COM

AUTHORIZED SIGNATURE: For J. Scholl

PRINTED NAME: Jim Scholl

TITLE AREA SALES MANAGER

CNTRL # RMI-10

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Vendor No.: 125717
Vendor Name: FRONTERA MATERIALS, INC.
Address: PO BOX 1449
ELSA, TX 78543-1449

Purchase Order No.: 745807
Increase No. 2 for this Purchase Order
Procurement Method:
- ☐ Contract # E-16-071-02-03
- ☐ 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
20	TONS	*ORIGINAL AMOUNT OF PURCHASE ORDER*	*74521*	$58.00	**$1,160.00**
1380	TONS	INCREASE NO. 1	74521	$58.00	$80,040.00
175	TONS	INCREASE NO. 2	74521	$58.00	$10,150.00
175	TONS	***AMOUNT OF INCREASE REQUEST-***	***74521***	$58.00	**$10,150.00**
		TOTAL AMOUNT			**$91,350.00**

Account Number: 6-1200-431-00-121-005-0-610

Liquidated: _____
Available: _____

Reason: Increase needed to pay pending invoices.

Authorization: Katia Garcia — Department Head — Date: 8/22/16

Reviewed By: _____ — Purchasing Department — Date: _____

Approved By: _____ — Purchasing Agent — Date: _____

Approved By: _____ — County Auditor — Date: _____

CNTRL # 33

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Yolanda Estrada
Telephone No.: (956)968-8733

RECEIVED
NOV 08 2016
By

Vendor No.: 125717
Vendor Name: FRONTERA MATERAIALS, INC.
Address: P.O. BOX 1449
ELSA, TX 78543-1449

Purchase Order No.: 749428
Increase **No. 1** for this Purchase Order
Procurement Method:
☐ Contract # E-16-071-02-03
☐ 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
		AMOUNT OF ORIGINAL PURCHASE ORDER			**$37,700.00**
30.34	TONS	HOT MIX - 1ST PO INCREASE	74521	58	$1,759.72
		AMOUNT OF INCREASE REQUEST-			**$1,759.72**
		TOTAL AMOUNT			**$39,459.72**

Account Number:
6-1350-431-00-121-227-0-721

Liquidated: _____
Available: _____

Reason: Purchase order increase needed to process invoice for additional materials.

Authorization: _____ 10/31/16
Department Head — Date

Reviewed By: _____ _____
Purchasing Department — Date

Approved By _____ _____
Purchasing Agent — Date

Approved By: _____ _____
County Auditor — Date

Requisition

Req # 00309503

PO #

Date: 11/09/16

Bill To: x
x

Vendor : 449903
BENCHMARK UTILITY CONTRACTORS
D/B/A CENTEX TRUCKING
24710 STAFFORDSHIRE
SAN ANTONIO TX 78257

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact:

Contract No: **C-16-159-06-14**

Special Instructions:
RY146

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-16-159-06-14		
		DO NOT DUPLICATE ORDER		
3799.00	TON	CC HAULING SERVICES FOR CRUSHED CALICHE (31-40 MILES RADIUS) FOR MILE 14 1/2 (MILE 1 W - MILE 2 W) ROAD PROJECT	6.75	25,643.25
		Account No	Encumbrance	
			Freight	.00
			Total	25,643.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req. #309503

4.80
9.00
11.68
3.38
2.00
30.56

OPENED
9:37 5-4-16

Vendor #449903

Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2016-159-05-04-FAZ

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$ 3.30	20 %	$ 0.66
		11-20 miles	$ 4.40	20 %	$ 0.88
		21-30 miles	$ 5.50	20 %	$ 1.10
		31-40 miles	$ 6.75	20 %	$ 1.35
		41-50 miles	$ 7.50	25 %	$ 1.89.5
		51-60 miles	$ 10.00	25 %	$ 2.50
		61-70 miles	$ 11.00	25 %	$ 2.75
		71-100 miles	$ 13.00	25 %	$ 3.25
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO AND/OR LA JOYA PLANT	01-10 miles	$ 5.50	20 %	$ 1.10
		11-20 miles	$ 6.00	20 %	$ 1.20
		21-30 miles	$ 6.75	20 %	$ 1.35
		31-40 miles	$ 7.70	20 %	$ 1.54
		41-50 miles	$ 8.40	25 %	$ 2.10
		51-60 miles	$ 10.00	25 %	$ 2.50
		61-70 miles	$ 11.00	25 %	$ 2.75
		71-100 miles	$ 13.00	25 %	$ 3.25
(FRONTERA MATERIALS) Crushed Caliche-	490 PIT 4.5 Miles W. of US 281 on FM 490 Alternate – REAVIS PIT 2.5 Miles N. of US 83 on FM 2221	01-10 miles	$ 4.40	20 %	$ 0.88
		11-20 miles	$ 5.00	20 %	$ 1.00
		21-30 miles	$ 5.70	20 %	$ 1.14
		31-40 miles	$ 6.75	20 %	$ 1.35
		41-50 miles	$ 8.75	25 %	$ 2.19
		51-60 miles	$ 9.80	25 %	$ 2.45
		61-70 miles	$ 10.50	25 %	$ 2.625
		71-100 miles	$ 13.00	25 %	$ 3.25

Bidder/Company Name: Cen-TEX Trucking
Address: 24710 STAFFORDSHIRE
City/State/Zip Code: SAN ANTONIO, TEXAS 78257
Phone № 956 363 8111 Fax № 210-648-3699 Cell № 95
Email address: Centextrucking @gmail.com

Authorized Signature: Juan M Chavez
Printed Name: JUAN CHAVEZ

0 *

cost per ton 6.75 ×
total tons 3,799 =
25,643.25 *
total

Acct # 6-1350-431-00-121-231-0-721

Req.#309503

FILED
AT 2:30 O'CLOCK P M
JUL 05 2016
ARTURO GUAJARDO JR, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-159-06-14

THIS CONTRACT is made and entered into this **14th** day of **June, 2016** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **BENCHMARK UTILITY CONTRACTORS, INC.** d/b/a **CENTEX TRUCKING** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials",** 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 (as 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 Precinct No. 1**. 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 described in Exhibits A and B 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

Req.# 309503

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 **JUNE 28, 2016** and ending on **JUNE 27, 2017.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process under the same fees, rates, terms and conditions, 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

Req #309503

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/21/2016

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.	
THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: MESA SPECIALTY UNDERWRITERS INS CO.	
BENCHMARK UTILITY CONTRACTORS, INC. DBA CENTEX TRUCKING 24710 STAFFORDSHIRE SAN ANTONIO TX 78257-	INSURER B: AMERICA FIRST INS.	
	INSURER C: TEXAS MUTUAL INS. CO.	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	MP0042031000066	03/15/2016	03/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAS1757185297	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under SPECIAL PROVISIONS below	SBP0001304584-2016	04/07/2016	04/07/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES. AUTOS INSURED
1996 FL TRK #692556 ; 1998 FL TRK #944590 ; 2001 FL TRK #PB59344 ; 2004 KW TRK #J065497 ; 2005 KW TRK #079400

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 104047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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DATE: November 9, 2016

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 6-1350-431-00-121-XXX-0-721

CONTACT PERSON: Katia Garcia PHONE: (956) 968-8733 Ext. 1022

2016
Interdepartmental Transfer

AI-57273

THE COUNTY OF HIDALGO TEXAS

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
6-1350-431-00-121-216-0- 721	CO2016-PCT1 MILE 14½ N (M6W-M4W)	ROADS	(30,000.00)
TO:			
6-1350-431-00-121-231-0- 721	CO2016-PCT1 MILE 14 1/2(M1W-M2W)	ROADS	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**30,000.00**

REASON: Transfer is needed to cover anticipated expenditures for the MILE 14 1/2 (M1W-M2W) road project.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

Req. 309503

CNTRL # 35

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Vendor No.: 227889
Vendor Name: TEDSI INFRASTRUCTURE GROUP, INC.
Address: 738 HIGHWAY 6 SOUTH, SUITE 430
HOUSTON, TX 77079

Purchase Order No.: 741616
Increase **No. 1** for this Purchase Order
Procurement Method:
☐ Contract # C-08-227-02-09
☐ 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
1	EA	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*92517*	$ 1,515,115.00	**$1,515,115.00**
1	EA	PARTIAL LIQUIDATION	92517	$ (757,557.50)	($757,557.50)
1	EA	PO INCREASE NO. 1	92517	$ 176,000.00	$176,000.00
1	EA	***AMOUNT OF INCREASE REQUEST-***	***92517***	$ 176,000.00	**$176,000.00**
		TOTAL AMOUNT			**$933,557.50**

Account Number: 6-1315-431-00-121-039-0-721

Liquidated: _____
Available: _____

Reason: INCREASE IS DUE TO SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 3
APPROVED BY CC ON 10/13/16 AI-56811 (PENDING LIT 11/15/16 AI-57289 & AI57284)

Authorization: Katia Garcia — Department Head — Date: 11/9/16
Reviewed By: _____ Purchasing Department — Date: _____
Approved By: _____ Purchasing Agent — Date: _____
Approved By: _____ County Auditor — Date: _____

CNTRL # 36

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Vendor No.: 315109
Vendor Name: ERGON ASPHALT & EMULSIONS, INC.
Address: 11612 RM 2244, BLDG 1, STE 250
AUSTIN, TX 78738

Purchase Order No.: 747309
Increase No. 1 for this Purchase Order
Procurement Method:

- ☐ Contract # C-16-169-06-20
- ☐ 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
4300	GAL	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*74508*	1.6035	**$6,895.05**
4,115.06	GAL	INCREASE NO. 1	74508	1.6035	$6,598.50
4,115.06	GAL	***AMOUNT OF INCREASE REQUEST-***	***74508***	1.6035	**$6,598.50**
		TOTAL AMOUNT			**$13,493.55**

Account Number: 6-1347-431-00-121-219-0-721

Liquidated: _____
Available: _____

Reason: ADDITIONAL SS-1 NEEDED FOR PROJECT, INCREASE IS NEEDED TO PAY PENDING INVOICE# 9401497426. PENDING TRANSFER AI-57277 CC 11/15/16.

Authorization: Katia Garcia — Department Head — Date: 11/9/16

Reviewed By: _____ Purchasing Department — Date: _____

Approved By: _____ Purchasing Agent — Date: _____

Approved By: _____ County Auditor — Date: _____

Requisition

Req # 00309416

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 27987
PAVEMENT MARKINGS INC.
7010 N. FM 493
DONNA TX 78537

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: OSCAR G.
956-968-8733

Contract No: E-16-146-03-22

Special Instructions:
RY145

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-16-146-03-22 06/06/17		
		DO NOT DUPLICATE ORDER		
4700.00		CC 4" WHITE THERMOSPLASTIC (LF)	.39	1,833.00
12.00		CC 24" WHITE THERMOPLASTIC STRIPE (LF) FOR MINNESOTA RD (VAL VERDE TO CANAL)	7.80	93.60
1160.00		CC 4" YELLOW THERMOSPLASTIC (LF)	.39	452.40
180.00		CC 4" RELECTORS (EA)	3.45	621.00
		Account No	Encumbrance	
		6-1347-431-00-121-224-0-721	3,000.00	
			Freight	.00
			Total	3,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req #309416

Pavement Markings, Inc.
7010 N. F M 493
Donna, TX 78537
Tel (956) 464-0009 Fax (956) 464-5677
Email: villerg37@aol.com

Bid

Number: E331
Date: 9/21/2016

Bill To

HIDALGO CTY PRCT. 1
1902 JOE STEPHEN AVE.
WESLACO, TX 78596
968-8733, FAX, 973-7804

PROJECT

MINNESOTA RD Canal
FROM VAL VERDE TO ~~DEAD END~~
CONTRACT# E-16-146-03-22

PROJECT	TERM	PO #	ENGINEER	Code

Description	Quantity	Unit Price	Amount
4" WHITE THERMOPLASTIC [LF]	4700.00	$0.39	$1,833.00
24" WHITE THERMOPLASTIC STRIPE [LF]	12.00	$7.80	$93.60
4" YELLOW THERMOPLASTIC [LF]	1160.00	$0.39	$452.40
4" REFLECTORS [EA]	180.00	$3.45	$621.00

Acct.#'s - 1347-431-00-121 224-0-721

Total $3,000.00

Req #309414

APPROVED

AI-53653

Purchasing Department
12. Q.

CC CONSENT

Meeting Date:	03/22/2016
Submitted For:	Marty Salazar, PURCHASING DEPT.
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Department:	PURCHASING DEPT.

E-16-146-03-22

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the 2nd (final) year of the two (2)-one (1) year term as allowed in Contract #E-15-140-03-31 (Original Contract #C-14-012-05-20 to RFB No: 2014-012-03-19-CGA) under the same rates, terms and conditions with Pavement Markings, Inc. for the provision of "Striping/Markings of County Roads, County Parking Lots, & Misc. County Owned Sites".

BACKGROUND

Extension effective June 7, 2016 ending on June 6, 2017

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Various obj. codes-430, 721 & 841-contract is based on an as needed basis.

Attachments

Extension and Contract-Pavement Markings Inc.

1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/10/2016 12:14 PM
Budget & Management	Veronica Ortiz	03/11/2016 10:03 AM
Glinda Pacheco	Glinda Pacheco	03/14/2016 11:18 AM

Req. # 309414

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."

OPENED 3/19/14 @ 10:45am Witnessed

The following are the minimum acceptable specifications: "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	$ 0.28	/ft.
4" yellow or white thermo plastic	$ 0.39	/lf.
4" reflectors yellow or white	$ 3.45	/ea.
8" yellow or white thermo plastic	$ 2.45	/lf.
24" white paint stripe	$ 1.80	/ea.
Thermoplastic arrows	$ 85.00	/ea.
6" x 6" Giggle Bar File, yellow or white	$ 5.40	/ea.
24" white Thermoplastic stripe	$ 7.80	/lf.
Thermoplastic Words: (Include) **ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD** and **RAILROAD**	$ 85.00	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:		
ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	$ 0.34	/lf.
4" yellow or white car spaces	$ 2.90	/ea.
Arrows	$ 15.00	/ea.
"Reserved" painted on curb	$ 5.00	/ea.
Handicap Symbols	$ 45.00	/ea.
Crosshatched Islands	$ 48.00	/ea.
Painted Curb (red & yellow)	$ 0.80	/ft.
Repaint Car Stops	$ 7.00	/ea.
"No Parking" (3' Letters)	$ 5.00	/ea.
Handicap Symbols Pre Fab Thermal 2-color	$ 180.00	/ea.
Fire Lane	$ 5.00	/ea.
No parking on red curb	$ 3.90	/ea.
Cross walk crossing (white or yellow paint) **12"**	$ 0.90	/lf.
Cross walk crossing (white or yellow thermoplastic) **12"**	$ 3.80	/lf.
Parking Lot	$ 10.00	/ea.
Parking Lot Crossing	$ 20.00	/ea.
Crossing from ADA to Facility	$ 40.00	/ea.

LEGEND *lf-linear feet /ea.-each/ ft.-feet

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2016

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	San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins PO Drawer 3783 McAllen TX 78502-	CONTACT NAME: Elizabeth Hernandez PHONE (A/C, No, Ext): 956 781-5683 ext 226 FAX (A/C, No): (956) 781-5247 E-MAIL ADDRESS: ehernandez@vip-ins.net	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Technology Insurance Co., Inc.	
		INSURER B: Texas Mutual Insurance Co	22945
		INSURER C: Tower National Ins. CO.	
		INSURER D: Texas Mutual Insurance Co.	
		INSURER E:	
INSURED	PAVEMENT MARKINGS INC. & J.F.R.G.V. LTD 7010 N FM 493 Donna TX 78537-	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC	X	X	TPP101209805	11/16/2015	11/16/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 100,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	X	X	BA0C267400-16	06/16/2016	06/16/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
C	UMBRELLA LIAB X EXCESS LIAB DED RETENTION $ X OCCUR CLAIMS-MADE			72285K162	07/27/2016	07/27/2017	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TSF00125225012016	08/15/2016	08/15/2017	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S. BUS. HWY 281
EDINBURG TX 78539-

Fax: ( ) -

CANCELLATION

AI 017418

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 S Young

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CNTRL #SI26

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Nena Castillo
Telephone No.: (956)968-8733

Vendor No.: 332216
Vendor Name: VALLEY METRO SECURITY LLC
Address: 12513 BAIL BOND DRIVE
EDINBURG, TX. 78542

Purchase Order # 736779
Increase No. 1_this Purchase Order
Procurement Method:
Contract Number- E-15-317-09-01 ✓
☐ 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
1	LOT	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*99046*	$985.32	**$40,398.12**
1	LOT	PO INCREASE- #1(11/1/16)	99046		$2,500.00
		AMOUNT OF INCREASE REQUEST-	***99046***		**$2,500.00**
		TOTAL AMOUNT			**$42,898.12**

Account Number: 6-1100-432-00-121-001-0-350

Liquidated: 39,653.28
Available: 8,552.88

Reason: TO PAY FUTURE INVOICES.

Authorization: Katia Garcia — Department Head — Date 11/1/16

Reviewed By: [signature] — Purchasing Department — Date 11/7/16

Approved By — Purchasing Agent — Date

Approved By: — County Auditor — Date

CNTRL # 28

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Yolanda Estrada
Telephone No.: (956)968-8733

Vendor No.: 125717
Vendor Name: Fronteria Material, Inc.
Address: P.O. Box 1449
Elsa, TX 78543-1449

Purchase Order No.: 748848
Increase No. 1 for this Purchase Order
Procurement Method:
☐ Contract # E-16-071-02-03
☐ 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
		AMOUNT OF ORIGINAL PURCHASE ORDER			**$45,530.00**
45.36	Tons	Hot Mix - 1st PO Increase	74521	58	$2,630.88
		AMOUNT OF INCREASE REQUEST-			**$2,630.88**
		TOTAL AMOUNT			**$48,160.88**

Account Number: 6-1347-431-00-121-226-0-721

Liquidated: 0
Available: 384905

Reason: Purchase ordre increase needed to pay for additional materials purchased.

Authorization: _____ Department Head — Date 10/28/16
Reviewed By: _____ Purchasing Department — Date 11/7/16
Approved By _____ Purchasing Agent — Date
Approved By: _____ County Auditor — Date

CNTRL # 30

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Purchase Order No.: 744813
Increase No. 1 for this Purchase Order
Procurement Method:
☐ Contract # 5013/14/15-91-0311-5000-9100-
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Vendor No.: 404322
Vendor Name: TEXAS CORDIA CONSTRUCTION, LLC
Address: 3149-A CENTER POINTE DR.
EDINBURG, TX 78539

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
1	EA	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*91327*	$ 370,208.34	**$370,208.34**
		INCREASE NO. 1	91327	$ 8,272.11	$8,272.11
1	EA	***AMOUNT OF INCREASE REQUEST-***	***91327***	8272.11	**$8,272.11**
		TOTAL AMOUNT			**$378,480.45**

Account Number: 6-1347-431-00-121-208-0-721

Liquidated: 376,506.45
Available: 39,791.66

Reason: INCREASE IS NEEDED DUE TO CHANGE ORDER NO. 1 & NO. 2. TOTAL CHANGE ORDERS EQUAL $27,207.31, UCP WILL FUND $18,296.20 & PCT.1 WILL FUND $8,272.11

Authorization: Katia Garcia — Department Head — Date: 10/28/16
Reviewed By: — Purchasing Department — Date: 11/7/16
Approved By — Purchasing Agent — Date
Approved By: — County Auditor — Date

CNTRL # 32

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: Yolanda Estrada
Telephone No.: (956)968-8733

Vendor No.: 315109
Vendor Name: ERGON ASPHALT & EMULSIONS, INC.
Address: 11612 RM 2244, BLDG 1, STE 250

Purchase Order No.: 749123
Increase **No. 1** for this Purchase Order
Procurement Method:

- ☐ Contract # C-16-169-06-20 11/9/17
- ☐ 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
		AMOUNT OF ORIGINAL PURCHASE ORDER			**$6,895.05**
53.63	EACH	SS-1 - 1ST PO INCREASE	74508	1.6035	$86.00
		AMOUNT OF INCREASE REQUEST-			**$86.00**
		TOTAL AMOUNT			**$6,981.05**

Account Number: 6-1347-431-00-121-225-0-721

Liquidated: 0
Available: 29,035.20

Reason: Puchase order increase needed to process additional materials purchased.

Authorization: _____ Department Head — Date: 10/31/16

Reviewed By: _____ Purchasing Department — Date: _____

Approved By: _____ Purchasing Agent — Date: _____

Approved By: _____ County Auditor — Date: _____

CNTRL # 31

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Vendor No.: 125717
Vendor Name: FRONTERA MATERIALS, INC.
Address: P.O. BOX 1449
ELSA. TX 78543-1449

Purchase Order No.: 746041
Increase No. 1 for this Purchase Order
Procurement Method:
- ☐ Contract # E-16-071-02-03
- ☐ 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
1024.27	TONS	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*74521*	$58.00	**$59,407.66**
		INCREASE NO. 1	74521	$58.00	$33,268.80
573.6	TONS	***AMOUNT OF INCREASE REQUEST-***	***74521***	$58.00	**$33,268.80**
		TOTAL AMOUNT			**$92,676.46**

Account Number:
6-1345-431-00-121-207-0-721 - $6,914.23 (Ava: 6914.43)
6-1345-431-00-121-207-0-841 - $4,072.61 (4,139.09)
6-1347-431-00-121-207-0-721 - $19,451.19 (21,382.95)
6-1347-431-00-121-207-0-841 - $2,830.77 (3,218.77)

Liquidated:
Available:

Reason: INCREASE NEEDED TO PAY PENDING INVOICE (INV# 216-12180)

Authorization: katia garcia — Department Head — Date 10/31/16
Reviewed By: — Purchasing Department — Date 11/7/16
Approved By — Purchasing Agent — Date
Approved By: — County Auditor — Date

AI-57346 **Purchasing Department** **20. C. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $112,637.52) as submitted by project engineer, B2Z Engineering LLC, to provide engineering services to assist with Feasibility Studies, Construction Management, & Construction Inspection for the Pct 2 Palmer Pavilion Project through Contract#C-16-326-08-23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-452-00-122-121-0-730

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

BUDGETARY IMPACT:

Funding available as of 11/10/16.

Attachments

Work Auth#1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2016 02:17 PM
Budget & Management	Veronica Ortiz	11/10/2016 02:26 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Erika Zamora		Started On: 11/10/2016 02:07 PM
Final Approval Date: 11/10/2016		

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-326-08-23

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, **B2Z ENGINEERING LLC,** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to assist with the Hidalgo County Precinct 2 Palmer Pavilion Feasibility Studies, Construction Management, & Construction Inspection.

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 **$112,637.52**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5 and 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Reza Badiozzamani, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

Scope of Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY:	HIDALGO COUNTY
PROJECT/DESCRIPTION:	On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" Work Authorization No. 1 ~ Palmer Pavilion – Feasibility Studies (FC102) & Construction Phase Services (FC320)

ENGINEER shall mean B2Z Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean Sam Garcia Architect.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 – FEASIBILITY STUDIES

(Function Code 102)

Palmer Pavilion Value Engineering Effort

Preliminary Design Values

The ENGINEER will work with the COUNTY and the ARCHITECT of record to value engineer basic design concepts and elements, project controls and the general overall scope of Projects.

Preliminary Cost Estimates

The ENGINEER will work with the ARCHITECT and the COUNTY in producing a preliminary construction cost estimate based on the revised and adjusted project scope. The ENGINEER will also conduct a market study to establish a project "Fixed Limit of Construction Cost (FLCC)".

Meetings, Coordination & Support for Project Development

The ENGINEER shall provide coordination services and shall assist in meetings and workshops with the COUNTY, ARCHITECT, the selected contractor, and all other affected parties. The ENGINEER shall serve as a representative for the COUNTY in coordination items with all entities involved. The ENGINEER shall coordinate with the COUNTY'S staff on all Project related items.

SECTION 12 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

Palmer Pavilion Facility ~ Const. Management Services:

The ENGINEER will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the needed procurement package based on the selected construction delivery method. The ENGINEER will provide the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under the design phase.

2) The ENGINEER will make recommendations to the COUNTY for the proper action on the final cost proposal received, and the preparation of formal contract documents for the award of the construction contract.

Construction Contract Administration and Inspection:

1) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

2) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

3) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

EXHIBIT B

Scope of Services to be provided by the Engineer

4) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

5) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Construction Inspector(s). The ENGINEER will furnish the services of a Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to project specifications.

Miscellaneous Technical Activities:

1) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
2) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

3) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

4) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

EXHIBIT D
FEE PROPOSAL

Palmer Pavillion
Value Engineering & Field Related Activities
Hidalgo County Precinct 2
Work Authorization No. 1

			MANHOURS				
Hidalgo County Precinct #2 ***Palmer Pavillion*** ***Feasibility Studies & Construction Phase Services***			Senior Project Manager	Construction Manager	Construction Inspector	Admin/ Clerical	Total
TASKS							
PALMER PAVILION							
	1	Feasibility Studies (Value Engineering, Re-Evaluation of Project Scope, etc)	8	22	2	2	34
	2	Conduct Market Study to Establish Project FLCC (Fixed Limit of Construction Cost)		72		40	112
	3	Prepare a Procurement Package for Selected Construction Delivery Method	16	80		50	146
	4	Construction Management & Construction Inspection	26	220	320	20	586
	5	Meetings and Coordination with Hidalgo County Precinct 2 & Architect of Record	8	18	2	2	30
		Subtotal	**58**	**412**	**324**	**114**	**908**
Labor Hours			**58**	**412**	**324**	**114**	**908**
Hourly Base Rates			$ 80.00	$ 52.00	$ 28.00	$ 20.00	
Contract Rate FY2016			$ 237.60	$ 154.44	$ 83.16	$ 59.40	
Total Labor Costs			**$ 13,780.80**	**$ 63,629.28**	**$ 26,943.84**	**$ 6,771.60**	**$ 111,125.52**

Direct Expenses	Mileage: $0.56/mile	$ 1,512.00	
	Total Direct Expenses	***$ 1,512.00***	

B2Z Engineering Total Cost **$ 112,637.52**

AI-57347 **Purchasing Department** **20. C. 2.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $12,474.00) as submitted by project engineer, B2Z Engineering LLC, to provide engineering services to assist with the feasibility study and construction phase services for the Pct 2 Community Resource Center (CRC) Youth Facility Project through Contract#C-16-326-08-23.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-451-22-122-118-0-730

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

BUDGETARY IMPACT:

Reference AI-57349 transfer to fund the account.

Attachments

Work Auth#2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2016 03:21 PM
Budget & Management	Veronica Ortiz	11/10/2016 03:22 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Erika Zamora		Started On: 11/10/2016 02:14 PM
Final Approval Date: 11/10/2016		

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-16-326-08-23

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, **B2Z ENGINEERING LLC,** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to assist with the Hidalgo County Precinct 2 Community Resource Center (CRC) Youth Facility Feasibility Studies ~ Construction Phase 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 **$12,474.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5 and 6 of the Agreement.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and Confirmation by Hidalgo County Precinct No.2, Commissioner, Eduardo Cantu, as to content and detail of this **Work Authorization No. 2.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 2:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Reza Badiozzamani, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

EXHIBIT A

Scope of Services to be provided by the County

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

General:

The Owner will provide to the Engineer the following:

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

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION I - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

PROJECT/DESCRIPTION: On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General" Work Authorization No. 2 ~ Community Resource Center (CRC) Youth Facility – Construction Phase Services (FC320)

ENGINEER shall mean B2Z Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

ARCHITECT shall mean Sam Garcia Architect.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 12 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

San Juan Community Resource Center Youth Facility ~ Const. Management Services:

The ENGINEER will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Contract Administration and Inspection:

1) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

2) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

3) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

4) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

5) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Construction Inspector(s). The ENGINEER will furnish the services of a Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to project specifications.

Miscellaneous Technical Activities:

1) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.
2) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

3) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

EXHIBIT B

Scope of Services to be provided by the Engineer

4) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

EXHIBIT D
FEE PROPOSAL

Community Rescource Center (CRC) Youth Facility
Field Related Activities
Hidalgo County Precinct 2
Work Authorization No. 2

			MANHOURS				
Hidalgo County Precinct #2 Community Resource Center (CRC) Youth Facility Construction Phase Services			Senior Project Manager	Construction Manager	Construction Inspector	Admin/ Clerical	Total
TASKS							
COMMUNITY RESOURCE CENTER YOUTH FACILITY							
	1	Construction Management	2	6	2	2	12
	2	Construction Inspection	2	20	28	28	78
	3	Meetings and Coordination with Hidalgo County Precinct 2 & Contractor	6	8	4	4	22
		Subtotal	**10**	**34**	**34**	**34**	**112**
Labor Hours			**10**	**34**	**34**	**34**	**112**
Hourly Base Rates			$ 80.00	$ 52.00	$ 28.00	$ 20.00	
Contract Rate FY2016			$ 237.60	$ 154.44	$ 83.16	$ 59.40	
Total Labor Costs			**$ 2,376.00**	**$ 5,250.96**	**$ 2,827.44**	**$ 2,019.60**	**$ 12,474.00**

B2Z Engineering Total Cost **$ 12,474.00**

AI-57264 **Purchasing Department** **20. C. 3.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by project engineer L & G Engineering for HCCC to award to the responsible vendor submitting the lowest & best bid [while meeting all specifications & requirements] Texas Cordia Construction, LLC., of Edinburg, TX in the amount of $713,333.15 for RFB No. 2016-281-10-26-HGO "Yuma Avenue Extension Project".

BACKGROUND

Yuma Avenue Extension Project (From McColl Road to 0.16 Miles East of McColl Road)
7 bid packets distributed
2 bids submitted

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1345-431-00-122-126-0-841

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

BUDGETARY IMPACT:

funding available as of 11/10/16 in the amount of $360,905.16

FISCAL YEAR: 2016 **ACCT. #:** 6-1200-431-00-122-026-0-841

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

BUDGETARY IMPACT:

Funding available as of 11/10/16 $200,000.00 and funding pending approval of AI#57343 CC 11/15/16 in the amount of $153,000.00.

Attachments

Recommendation Letter
Participation List-Yuma Ave
Acceptance Sheet-Sign In

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2016 11:48 AM

Budget & Management	Veronica Ortiz	11/09/2016 02:37 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Heidi Ortiz Started On: 11/08/2016 03:35 PM

Final Approval Date: 11/10/2016

L&G Engineering
Transportation Consultants

November 3, 2016

Hon. Eduardo "Eddie" Cantu
Attn: Armando Garza, Jr., Chief Administrator
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

RE: Yuma Rd – Official Bid Amounts
From: McColl Rd East to 0.16 Miles East of McColl Rd
Bid No.: 2016-281-10-26-HGO

Mr. Garza,

We have tabulated the official bid amounts for the two responsive bidders and analyzed the bids in accordance with Article 2.11, *"Tabulating Bids"* of TxDOT's Standard Specifications. The official bid amounts, which are summarized below, ranged from 1% below the engineer's estimate to 14% above the engineer's estimate and match the total bid amounts on their respective proposals.

Yuma Road Official Bid Amounts			
Engineer's Estimate		***$ 720,940.00***	
Bidder #1	***Texas Cordia Construction, LLC***	***$ 713,333.15***	***-1.06%***
Bidder #2	***Foremost Paving, Inc.***	***$ 823,062.50***	***+14.2%***

We found no indication of any mathematical or material unbalancing or any front loaded items and recommend that the low bidder, Texas Cordia, LLC., be awarded the contract. A discussion of our bid analysis is as follows:

Unbalanced Bid Analysis (http://www.fhwa.dot.gov/programadmin/contracts/051688.cfm)
The FHWA policy on analysis of contract bids is found in FHPM 6-4-1-6, paragraph 11.c. It requires the evaluation of the unit bid prices for reasonable conformance with the engineer's estimate; however, FHWA provides no specific parameters, such as amount or percent of variance from the engineer's estimate, which constitute an unbalanced bid.

1. ***Significant Bid Items***
An individual item will be considered significant to the contract if a bidder has an item included in the proposal where the difference between the total cost of the item and the total bid amount, expressed as a percent of the total bid amount, is greater than or less than 25%.

2. ***Significantly Unbalanced Items***
An item will be considered significantly unbalanced if the difference between the low bidder's unit price and the estimated bid price, expressed as a percent of the estimated bid price, is greater than +50% or is less than -75%.

Based on an analysis of the low bidder, it has been determined that the significant items on the low bid are not unbalanced.

Front-Loading

The specifications pay for some items of work either partially or in their entirety up-front (e.g. mobilization and preparation of ROW). If a contractor submits a bid with unreasonably high prices for these items of work, the bid has been Front-End Loaded. Table 1 shows that the bids for these two items are not unreasonably high. As a result, we determined that the low bid is not front loaded.

TABLE 1

Front-Loaded Items

	Total Bid	Prep ROW	% of Total Bid	Mobilization	% of Total Bid
Engineer's Estimate	$ 720,940.00	$ 5,075.00	0.7%	$ 46,307.00	6.4%
Low Bidder Texas Cordia , LLC	$ 713,333.15	$ 3,625.00	0.5%	$ 18,101.00	2.5%

If you have any questions or comments please feel free to call me at 956-585-1909.

Sincerely,

Robert Macheska, P.E., CFM
Project Manager

Hidalgo County Precinct 2
Yuma Avenue Extension Project
Bid Package & Plans

	Date	Company	Contact Person	Contact Number	Email Address
1	10/11/2016	Foremost Paving	Joey Villarreal	(956) 647-7648	joeyv@fpitex.com
2	10/11/2016	2GS, LLC	Omar Flores	(956) 424-3414	bgarcia@2gsllc.com
3	10/13/2016	Const. Market Data	Ian Free	(800) 364-2059	ifree@isqft.com
4	10/14/2016	Garco Industries	Jerry Garza	(956) 778-0215	garcoutilities@yahoo.com
5	10/14/2016	AGC	Perry Vaughn	(956) 423-4091	vaughn@rgvagc.com
6	10/14/2016	Valley Paving	Jaime Cordova	(956) 585-5908	valpav@sbcglobal.net
7	10/21/2016	Texas Cordia	Ruben Flores	(956) 624-8453	ruben@texascordia.com
8					
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25					

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE FORM				
Department/Proposal Description: Hidalgo County Precinct No. 2 – Yuma Avenue Extension Project				
Bid Opening Time: October 26, 2016 @ 9:30 A.M.				
BID NO.: 2016-281-10-26-HGO		**Buyer:** *Heidi Garcia Ortiz*		
NAME OF COMPANY	**Original & Copies**	**Bid Bond**	**Bid Price**	**Addendum No. 1**
1) Foremost Paving	✓ ✓ ~~823,062.50~~	✓	$823,062.50	✓
2) Texas Cordia Constr.	✓ ✓	✓	713,333.15	✓
3)				
4)				
5)				
6)				
7)				
8)				

Receipt of Bid

Arnold Cortez, L & G

Hidalgo County Purchasing Department

Bid Opening Sign-In Sheet

Date: October 26, 2016

	Please Print Name	Company Name
1.	Nette Salinas	Purchasing
2.	Heidi Ortiz	Purchasing
3.	Monica Leal.	UCP
4.	Carlos Del Angel	B2Z Engineering
5.	Stephanie Garza	B2Z Engineering
6.	[illegible]	L&G Engineering
7.	Annette Carmona	Vision Construction
8.	Roger N Gonzalez	GC STEEL & ACCESSORIES
9.	Raul Aguirre	G&G Contractors
10.	Joey Villarreal	Foremost Paving Inc
11.	Jeffrey Erickson	JM Erickson Construction
12.	LYDIA RODRIGUEZ	TEXAS CORDIA CONSTRUCTION
13.	Norma Cantu	Co. Clerk

Joe Ochoa

Pct 4

	Bid #	Description
1.	2016-281-10-26-HGO	Hidalgo County No. 2 Yuma Avenue Extension Project
2.	5014/15-92-0300-5000-9200-UCP-ML	Pct 2 Community Resource Center Youth Facility Project
3.	2016-356-10-26-MEG	
4.		
5.		

Armando Garza

TANYA De Lira

Pct 2

AI-57175 **Purchasing Department** **20. C. 4.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to purchase one (1) 2017 Freightliner 114SD [thru HC membership participation with Buyboard 425-13 and HGAC HT06-16] from awarded vendor Houston Freightliner, Inc.in the amount of $271,842.00 thru submitted requisition #308580 and subject to SAMS compliance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1350-431-00-122-112-0-751

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

BUDGETARY IMPACT:

Req #308580 for Houston Freightliner, Inc.; funds available as of 11-3-16.

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2016 09:26 AM
Budget & Management	Veronica Ortiz	11/03/2016 09:29 AM
Ivan Cantu	Ivan Cantu	11/03/2016 10:32 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Tanya Delira		Started On: 11/01/2016 01:02 PM
Final Approval Date: 11/10/2016		

Requisition

Req # 00308580

PO #

Date: 10/25/16

Bill To: x
x

Vendor : 448524
HOUSTON FREIGHTLINER, INC.
9550 NORTH LOOPE EAST
HOUSTON TX 77029
FAX (713)955-6282

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ARMANDO POMPA
956-787-1891

Contract No: HT06-16 / 425-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGACBUY HT06-16 (EXPIRES:5/31/2018) LINE (1-4,26-45) BUYBOARD 425-13 (EXPIRES:11/30/2016) LINE (46-54) PCT 2 CO2016-PCT2 MACHINERY & EQUIPMENT FOR THE PURCHASE OF A 2017 FREIGHTLINER (GRAPPLER BRUSH TRUCK) DO NOT DUPLICATE ORDER		
1.00	EACH	2017 FREIGHTLINER 114SD	77,539.00	77,539.00
1.00	EACH	283" WHEELBASE ALLISON 4500 RDS TRANSMISSION	16,958.00	16,958.00
1.00	EACH	20000 LB FRONT AXLE	2,483.00	2,483.00
1.00	EACH	HENRICKSON HAULMAXX 46K REAR SUSPENSION	3,906.00	3,906.00
1.00	EACH	RH OUTBOARD UNDER STEP EXHAUST WITH VERTICAL STACK	629.00	629.00
1.00	EACH	20,000 LB FRONT SUSPENSION	1,085.00	1,085.00
1.00	EACH	46,000 LB REAR AXLE	2,726.00	2,726.00
1.00	EACH	1/4" FRAME LINER	650.00	650.00
1.00	EACH	70 LH GAL FUEL TANK	129.00	129.00
1.00	EACH	315/80R22.5 FRONT TIRES	623.00	623.00
1.00	EACH	FRONT FENDER EXTENSIONS	215.00	215.00
1.00	EACH	AIR CONDITONER	850.00	850.00
1.00	EACH	AIR CAB MOUNTS	118.00	118.00
1.00	EACH	AIR RIDE DRIVER SEAT	165.00	165.00
1.00	EACH	ADJUSTABLE STEERING COLUMN	376.00	376.00
1.00	EACH	AM/FM/CD RADIO	375.00	375.00
1.00	EACH	BATTERY SHUT OFF LOCATED LH OF DRIVER SEAT	205.00	205.00
1.00	EACH	WABCO SS-1200 AIR DYER	195.00	195.00
1.00	EACH	1/2 X 3.64 X 11-7/8 FRAME	1,875.00	1,875.00
1.00	EACH	CUMMINS ISL 350 HP	-3,386.00	-3,386.00
1.00	EACH	H-GAC ORDER PROCESSING CHARGE (AMOUNT PER CURRENT POLICY)	600.00	600.00
1.00	EACH	CUMMINS ISL 5 YEAR/2000K EXT WARRANTY	2,600.00	2,600.00
1.00	EACH	CUMMINS AFTERTREATMENT EXT WARRANTY 5 YEAR/200K	600.00	600.00
1.00	EACH	ALLISON 4500 RDS TRANSMISSION 5 YEAR WARRANTY	1,101.00	1,101.00
1.00	EACH	PALFINGER LOADER	85,000.00	85,000.00
1.00	EACH	FREIGHT	2,175.00	2,175.00
1.00	EACH	GRAPPLE (BAKKER)	4,998.00	4,998.00
1.00	EACH	HOIST/GRAPPLE INTIGRATION KIT	9,826.00	9,826.00

Authorized By: _____

Requisition

Req # 00308580

PO #

Date: 10/25/16

Bill To: x
x

Vendor : 448524
HOUSTON FREIGHTLINER, INC.
9550 NORTH LOOPE EAST
HOUSTON TX 77029
FAX (713)955-6282

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	CONTAINER	4,200.00	4,200.00
1.00	EACH	KWIKLIFT HEIL HOIST	38,826.00	38,826.00
1.00	EACH	FREIGHT	4,200.00	4,200.00
1.00	EACH	HOIST/GRAPPLE INTIGRATION KIT	5,800.00	5,800.00
1.00	EACH	CONTAINER	4,200.00	4,200.00
		Account No	Encumbrance	
		6-1350-431-00-122-112-0-751	271,842.00	
			Freight	.00
			Total	271,842.00

Authorized By: _____

308580

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer: Hidalgo County P2

Product Description: KwikLift Heil Hoist

A Base Price in **Bid/Proposal Number** 425-13 Item 72 => $ 38,826.00

B Published Options [Itemize each item below]

Hot Shift PTO	$ -		
Freight	$ 4,200.00		

Subtotal Column 1: $ 4,200.00 Subtotal Column 2: $ -

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") $ 4,200.00

C Subtotal of A + B => $ 43,026.00

D Unpublished Options {Itemize each item below, Not to exceed ± 25% of Unpublished = 0.23 %

Hoist/Grapple Intigration Kit	$ 5,800.00		
Container	$ 4,200.00		

Subtotal Column 1: $ - Subtotal Column 2: $ 10,000.00

Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2") $ 10,000.00

E Contract Pride Adjustment {If any, explain here} $ -

F: Total of C + D ± E {Not including H-GAC Fee} => $ 53,026.00

G Quantity Ordered {Units x F} => # of Units 1 $ 53,026.00

H BUYBOARD Fee {From Fee Schedules, Table: _____ => @ _____ % $ -

I: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}

Subtotal of Non-Equipment Charges $ -

J: **TOTAL PURCHASE PRICE INCLUDING {G + H +I} =>** $ 53,026.00

Heil of Texas
713-923-7600
5900 Wheeler
Houston, TX 77023
www.heiloftexas.com

George Gutierrez 10/31/2016

Please Fax Purchase Orders to 1-800-211-5454 and 713-923-5522

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer: Hidalgo County P2

Product Description: Palfinger Loader

A Base Price in **Bid/Proposal Number** 425-13 Item 63 => $ 85,000.00

B Published Options [Itemize each item below]

Hot Shift PTO	$ -		
Freight	$ 2,175.00		

Subtotal Column 1: $ 2,175.00 Subtotal Column 2: $ -

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") $ 2,175.00

C Subtotal of A + B => $ 87,175.00

D Unpublished Options {Itemize each item below, Not to exceed ± 25% of Unpublished = 0.22 %

Grapple (Bakker)	$ 4,998.00	Hoist/Grapple Intigration Kit	$ 9,826.00
		Container	$ 4,200.00

Subtotal Column 1: $ 4,998.00 Subtotal Column 2: $ 14,026.00

Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2") $ 19,024.00

E Contract Pride Adjustment {If any, explain here} $ -

F: Total of C + D ± E {Not including H-GAC Fee} => $ 106,199.00

G Quantity Ordered {Units x F} => # of Units 1 $ 106,199.00

H BUYBOARD Fee {From Fee Schedules, Table: _____ => @ _____ % $ -

I: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}

Subtotal of Non-Equipment Charges $ -

J: **TOTAL PURCHASE PRICE INCLUDING {G + H +I} =>** $ 106,199.00

Heil of Texas
713-923-7600
5900 Wheeler
Houston, TX 77023
www.heiloftexas.com

George Gutierrez 10/31/2016
Please Fax Purchase Orders to 1-800-211-5454 and 713-923-5522

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 425-13 - Refuse Bodies, Trailers, and Other Bodies

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
61	Labrie Top Select, Etc.	42 CU. YD Recycling Container	**42 YD Recycling Container** -- all manufacturer's standard equipment for refuse container			Attach separate sheet with upgrade options
62	McClain Hercules, Wittke, Etc.	45 YD Commercial Front Load Refuse Container	**45 YD Commercial Front Load Refuse Container** -- all manufacturer's standard equipment for refuse container			Attach separate sheet with upgrade options
63	Prentince, Hol Mac	Brush or Trash load, 18 YD	**Brush or Trash load** -- 22' boom, seat to swing, hydraulic pump, reservoir, 18 YD	$85,000.00	Epsilon M110L 23'	Attach separate sheet with upgrade options
64	Prentince, Hol Mac	Brush or Trash load, 20 YD	**Brush or Trash load** -- 22' boom, seat to swing, hydraulic pump, reservoir, 20 YD	$56,000.00	Peterson TL3	Attach separate sheet with upgrade options
65	Wayne Pup, Etc.	Chassis Mount Side load Refuse Container	**Chassis Mount Side load Refuse Container** -- all manufacturer's standard equipment for refuse container			Attach separate sheet with upgrade options
66	McClain HCR-34, Etc.	High Capacity Recycler	**High Capacity Recycler** -- all manufacturer's standard equipment for refuse container			Attach separate sheet with upgrade options
67	McClain HCR-37, Etc.	High Capacity Recycler	**High Capacity Recycler** -- all manufacturer's standard equipment for refuse container			Attach separate sheet with upgrade options
68	McClain HCR-40, Etc.	High Capacity Recycler	**High Capacity Recycler** -- all manufacturer's standard equipment for refuse container			Attach separate sheet with upgrade options
69	Dragon, Etc.	20 Cubic Yard Roll Off Container	**Roll Off Container** -- 20 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate			Attach separate sheet with upgrade options

BuyBoard Cooperative Purchasing

Proposal Invitation No. 425-13 - Refuse Bodies, Trailers, and Other Bodies

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
70	Dragon, Etc.	30 Cubic Yard Roll Off Container	**Roll Off Container** -- 30 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate			Attach separate sheet with upgrade options
71	Dragon, Etc.	40 Cubic Yard Roll Off Container	**Roll Off Container** -- 40 cubic yard with rectangular or bathtub design, 1/4" floor, 2 rollers on rear, 3/4" hook plate			Attach separate sheet with upgrade options
72	Galbreath, Etc.	Roll Off Hoist, 60,000# capacity outside rail	**Roll Off Hoist** -- 60,000 lb. Capacity, for 22' containers, air shift PTO/Pump, inside & outside controls, ICC bumper, toolbox and fenders	$38,826.50	Heil 22' Dualift	Attach separate sheet with upgrade options
73	Palfinger, Etc.	Palift Hook load Roll Off Hoist	**Palift Hook load Roll Off Hoist** -- 9,000 to 68,000 lb. lift capacities, 14,500 to 86,000 lb. GVW ratings			Attach separate sheet with upgrade options
74	Heil STARR System, Etc.	33 yard Semi-Trailer	**Semi Trailer** -- 33 yard			Attach separate sheet with upgrade options
75	Heil STARR System, Etc.	37 yard Semi-Trailer	**Semi Trailer** -- 37 yard			Attach separate sheet with upgrade options
76	Wayne Pup, Etc.	Trailer Mount Side load Refuse Container	**Trailer Mount Side load Refuse Container** -- all manufacturer's standard equipment for refuse container			Attach separate sheet with upgrade options
77	J&J, Dyna Hauler, CPS, Etc.	115 cubic yard steel or aluminum transfer trailer	**Transfer Trailer** -- 115 cubic yard steel or aluminum with open top, walking floor			Attach separate sheet with upgrade options
78	J&J, Dyna Hauler, CPS, Etc.	75 cubic yard steel transfer trailer	**Transfer Trailer** -- 75 cubic yard steel packer style			Attach separate sheet with upgrade options

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	HT06-16	Date Prepared:	10/11/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Hidalgo County PCT 2	Contractor:	Houston Freightliner, Inc
Contact Person:	Armando Salinas	Prepared By:	Michael McCarthy
Phone:	956-605-0601	Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:	armando.salinas@co.hidalgo.tx.us	Email:	Mike.McCarthy@STRHouston.com

Product Code:	D3	Description:	2017 Freightliner 114SD

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	77539

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
283" Wheelbase		Air Conditoner	850
Allison 4500 RDS Transmission	16958	Air Cab Mounts	118
20000 LB Front Axle	2483	Air Ride Driver Seat	165
Hendrickson Haulmaxx 46k Rear Suspension	3906	Adjustable Steering Column	376
RH Outboard Under Step Exhaust with Vertical Stack	629	AM/FM/CD Radio	375
20,000 LB Front Suspension	1085	Battery Shut Off located LH of Driver Seat	205
46,000 LB Rear Axle	2726	Wabco SS-1200 Air Dryer	195
1/4" Frame Liner	650		
70 LH Gal Fuel Tank	129		
315/80R22.5 Front Tires	623	Subtotal From Additional Sheet(s):	
Front Fender Extensions	215	Subtotal B:	31688

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1/2x3.64x11-7/8 Frame	1875		
Cummins ISL 350 HP	-3386	Subtotal From Additional Sheet(s):	
		Subtotal C:	-1511

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	-1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	107716	=	Subtotal D:	107716

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Cummins ISL 5 Year/200k Ext Warranty	2600		
Cummins Aftertreatment Ext Warranty 5 Year/200k	600	Discount	
Allison 4500 RDS Transmission 5 Year Ext Warranty	1101	Subtotal F:	4301

Delivery Date:	G. Total Purchase Price (D+E+F):	112617

GENERAL PURPOSE & EMERGENCY VEHICLES

- Section Contents
- Ambulances, EMS and Other Special Service Vehicles - AM10-16
- School Buses - BS08-15
- Fire Service Apparatus - FS12-15
- Fire Service Apparatus - FS12-15A
- Fleet Services Equipment - FL03-15
- Buses - Transit & Shuttle, and Trams - BT01-14
- Trailers - Equipment, Cargo & Specialty - TR11-14
- Medium and Heavy Trucks & Truck Bodies - HT06-16
- Vehicle Leasing - VL04-16
- Current Model Cars, Light Trucks & Police Motorcycles - VE11-15

MEDIUM AND HEAVY TRUCKS & TRUCK BODIES - HT06-16

Contract No.: HT06-16

Effective Date: June 1, 2016 to May 31, 2018

These are complete, turn-key chassis, equipped with current EPA threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration, as viewed on this link:

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contact .

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

HGACBuy
THE SMART PURCHASING SOLUTION

Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO: **Tanya De Lira**

FROM: **Loleta Chappel**

COMPANY: **Hidalgo County**

DATE: **10/20/2016**

PHONE NUMBER: **956-292-7000 x 4878**

RE: Price Verification: HT06-16 Medium and Heavy Trucks & Trucks Bodies

REFERENCE: Contract Pricing Worksheet dated 10/19/2016

I have reviewed the pricing worksheet provided through HT06-16 Medium and Heavy Trucks & Trucks Bodies. Our review verifies the pricing worksheet(s) provided is in compliance with the contract. When you are ready please make your Purchase Order out to the vendor and send a copy of the Purchase Order and all the HGACBuy Product Pricing Worksheet information to me by email loleta.chappel@h-gac.com or fax 713-993-4548 and also please send a copy of the Purchase Order to the vendor.

Please advise if we can assist further in this matter.

**********This is not an HGACBUY Order Confirmation Letter**********

Thank You

Loleta Chappel
Procurement Services Specialist
Cooperative Purchasing
Direct: 713-993-2486
Fax: 713-993-4548
loleta.chappel@h-gac.com
www.HGACBUY.org

- AUTOCAR
- AUTOCAR
- CATERPILLAR
- FORD
- FORD
- FREIGHTLINER
- FREIGHTLINER
- HINO
- INTERNATIONAL
- ISUZU
- ISUZU
- KENWORTH
- KENWORTH
- MACK
- PETERBILT
- RAM
- VOLVO
- WESTERN STAR

RE: Truck Bodies: various truck bod

FREIGHTLINER

Contractor: Houston Freightliner, Inc.

H-GAC PRODUCT CODE	BASE UNIT (CAB-CHASSIS) DESCRIPTIONS	BASE UNIT PRICE
D1	108SD-70, Conv. Cab, SBFA, SRA	$63,924
D2	108SD-80, Conv. Cab, SBFA, TRA	$73,872
D3	114SD, Conv. Cab, SFFA, SRA	$77,539
D4	122SD, Conv Cab, SFFA, TRA	$91,973
D5	M2-106-60, Conv. Cab, SBFA, SRA	$57,272
D6	M2-106-70, Conv. Cab, SBFA, SRA	$59,658
D7	M2-106-80, Conv. Cab, SBFA, TRA:	$69,353
D8	M2-112, Conv. Cab, SBFA, TRA	$74,735
D9	Cascadia CA113-DC, Conv Cab Tractor, SBFA, TRA	$89,634

Attachment A
Houston Freightliner, Inc
Medium and Heavy Trucks & Truck Bodies
Contract No.: HT06-16

MFGR	HGAC PRODUCT CODE	MODEL	BASE PRICE
Freightliner	D1	108SD-70, Conv. Cab, SBFA, SRA	$63,924
Freightliner	D2	108SD-80, Conv. Cab, SBFA, TRA	$73,872
Freightliner	D3	114SD, Conv. Cab, SFFA, SRA	$77,539
Freightliner	D4	122SD, Conv Cab, SFFA, TRA	$91,973
Freightliner	D5	M2-106-60, Conv. Cab, SBFA, SRA	$57,272
Freightliner	D6	M2-106-70, Conv. Cab, SBFA, SRA	$59,658
Freightliner	D7	M2-106-80, Conv. Cab, SBFA, TRA:	$69,353
Freightliner	D8	M2-112, Conv. Cab, SBFA, TRA	$74,735
Freightliner	D9	Cascadia CA113-DC, Conv Cab Tractor, SBFA, TRA	$89,634

FORM E-1: Chassis Manufacturer Options Pricing				Invitation #:	HT06-16
Offeror Name:	Houston Freightliner Inc				
*** Offerer should reference this Invitation's Section-B, subsection 12 ***					

(1) Bid each option item on a single, separate line. Inserting additional lines as necessary.

(2) No handwritten entries.

(3) Options should be priced at the differential amount between the Base Unit models' price and the optional (upgrade/downgrade) option.

(4) All options priced herein must have a unique, CURRENT chassis manufacturer product / part code.

HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE

NOTE: On Form E-1, Offeror shall include the specific chassis manufacturer price book options code for every option listed. Offeror shall also include sufficient descriptions so as to distinguish each option from other similar ones. Failure to do above may result in any give pried option being omitted form an awarded contract. This is especially crucial for certain options, such as engines and transmissions (e.g. there may be numerous versions of a given transmission within the same "series" and gear pack (10-sp, 13-sp, etc). If an option description is vague or incomplete in the context of a manufacturer's options "series" then HGAC will assume that the price applies to all options within that series. For example, an Eaton-Fuller upgrade axle option from the chassis manufacturer is coded as "#123-456", but this number covers numerous versions. It is incumbent upon the Offeror to suffienently detail the specifics / distinguish from other priced options, otherwise HGAC will assume the bid price applies to all versions within a series. Options that do not include part codes (or other data called for on this form) may be excluded from an H-GAC contract award. Failure to include a thorough list of priced manufacture options may result in a non-compliant assessment for a given model, or overall (Reference Section-B, subsection 11.0).

Example					
XI - X5	Meritor	RT46-160	MER-RT46160-DL	46,000# TRA, diff lock	
1	D1-D8	Freightliner	019-001		Trailer Towing Package	854
2	D1-D8	Freightliner	002-002		Tractor Configuration	1,548
3	D1-D8	Donaldson	014-1B5		Air Intake with Donaldson High Capacity Air Cleaner and Safety Element	75
4	D1-D8	Delco Remy	124-1DJ		160 Amp 36-SI Brushless Alternator	128
5	D1-D8	Delco Remy	124-1E1		200 Amp 28-SI Quadramount Alternator	165
6	D1-D8	Delco Remy	124-1E8		240 Amp 28-SI Quadramont Alternator	365
7	D1-D8	Delco Remy	124-1CE		320 Amp 4962PA Pad MT Alternator	752
8	D1-D8	Freightliner	282-042		Mount Batteries 36" - 60" BOC	273
9	D1-D8	Freightliner	293-058		Battery Disconnect MTD LH of Driver Seat	205
10	D1-D8	Freightliner	293-061		Battery Disconnect MTD LH near Battery Box	205
11	D1-D8	Alliance	292-098	1231	(2) Group 31 12v, 2200 CCA Batteries	29
12	D1-D8	Alliance	292-1EJ	9A31	(2) Absorbed Glass, Group 31 12v, 1850 CCA Batteries	185
13	D1-D8	Alliance	292-058	1031	(3) Group 31 12v, 2280 CCA Batteries	195
14	D1-D8	Alliance	292-1AV	7T31	(3) Group 31 12v, 2100 CCA Batteries	253
15	D1-D8	Alliance	292-1EH	9A31	(3) Absorbed Glass, Group 31 12v 2774 CCA Batteries	391
16	D1-D8	Alliance	292-072	1231	(4) Group 31 12v, 4400 CCA Batteries	521
17	D1-D8	Freightliner	33M-001		Aux Power Net Distrbution Block for Body Builder	354
18	D1-D8	Freightliner	295-026		Positive and Negative Jump Starts	190
19	D1-D8	Eaton	180-049		Ceramic, 2 Plate Stamped Cover Solo Clutch	446
20	D1-D8	Eaton	180-048		Ceramic, 1 Plate Stamped Cover Solo Clutch	168
21	D1-D8	Cummins	128-076		Exhaust Brake	34
22	D1-D8	Jacobs	128-032		Compression Brake	N/C
23	D1-D8	Freightliner	016-1C0		RH outboard Mtd Vertical Aftertreatment System with Topstack	850
24	D1-D8	Freightliner	016-1C2		RH Outboard Under Step Mtd Horizontal aftertreatment with vertical stack	629
25	D1-D8	Freightliner	016-1DC		RH Outboard Under Step Mtd Horizontal Aftertreatment Device with Horizontal pipe exiting forward of rear wheels	192
26	D1-D8	Freightliner	233-001		Bright Upper Stacks	189
27	D1-D8	Freightliner	23U-002		13 Gallon DEF Tank	80
28	D1-D8	Freightliner	23U-003		23 Gallon DEF Tank	195
29	D1-D8	Freightliner	23Z-002		Alum Diamond Plate DEF Tank Cover	158

FORM E-1: Chassis Manufacturer Options Pricing					Invitation #:	HT06-16
Offeror Name:	Houston Freightiner Inc					
*** Offeror should reference this Invitation's Section-B, subsection 12 ***						
(1) Bid each option item on a single, separate line. Inserting additional lines as necessary.						
(2) No handwritten entries.						
(3) Options should be priced at the differential amount between the Base Unit models' price and the optional (upgrade/downgrade) option.						
(4) All options priced herein must have a unique, CURRENT chassis manufacturer product / part code.						

	HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE
30	D1-D8	Freightliner	23Z-001		Polished Alum Diamond Plate DEF Tank Cover	215
31	D1-D8	Freightliner	43X-003		Locate DEF Tank 24-52" Behind Cab	105
32	D1-D8	Horton	237-018		Horton Drivemaster On/off Fan Drive	NC
33	D1-D8	Horton	273-044		Horton EC600 Corsair Engine Fan Drive	265
34	D1-D8	Freightliner	266-027		1000 Sq In Radiator	32
35	D1-D8	Freightliner	266-013		1100 Sq In Radiator	48
36	D1-D8	Philips-Temro	138-010		700 Watt/115 Volt Block Heater	86
37	D1-D8	Philips-Temro	138-011		1000 Watt/115 Volt Block Heater	157
38	D1-D8	Philips-Temro	166-002		150 Watt/115 Volt Oil Preheater	110
39	D1-D8	Delco Remy	155-055		12v 39 MT HD/OCP Starter with Thermal Protection	60
40	D1-D8	Freightliner	353-022		Vehicle Interface Wiring with Body	
41	D1-D8				Builder Connector mtd BOC	69
42	D1-D8	Freightliner	353-023		Vehicle Interface Wiring with Body	
43	D1-D8				Builder Connector mtd EOF	85
44	D1-D8	Freightliner	353-026		Vehicle Interface Wiring and PDM	
45	D1-D8				with Body Builder Connector mtd BOC	725
46	D1-D8	Freightliner	353-027		Vehicle Interface Wiring and PDM	
47	D1-D8				with Body Builder Connector mtd EOF	745
48	D1-D8	Freightliner	34C-001		Electronic Transmission Transmission Access Connector BOC	60
49	D1-D8	Freightliner	34C-002		Electronic Transmission Transmission Access Connector Firewall Mtd	155
50	D1-D8	Freightliner	34C-003		Electronic Transmission Transmission Access Connector End of Frame	164
51	D1-D8	Meritor	373-037	4213X	2 Speed Transfer Case	8,800
52	D1-D8	Meritor	373-038	4210XP	2 Speed Transfer Case	9,757
53	D1-D8	Wabco	490-101		4S?4M ABS with Traction Control	161
54	D1-D8	Wabco	490-107		4S/4M ABS with Traction Control with Hill Start	797
55	D1-D8	Bendix	480-009		AD-9 Air Dryer	290
56	D1-D8	Bendix	480-034		AD-IP Air Dryer	290
57	D1-D8	Bendix	480-047		AD-IS Air Dryer	416
58	D1-D8	Wabco	480-083		SS-1200 Air Dryer	195
59	D1-D8	Freightliner	460-007		Aluminum Air Tanks	208
60	D1-D8	Freightliner	460-058		Steel Air Tanks mtd aft inside and/or below frame	176
61	D1-D8	Bendix	477-003		DV-2 Auto Drain Valve-Wet Tank	85
62	D1-D8	Bendix	477-006		DV-2 Auto Drain Valve-All Air Tanks	91
63	D1-D8	Freightliner	485-001		External Charging Glad Hand	88
64	D1-D8	Freightliner	485-003		Quick Disconnect Fitting w/ Tire Inflator	153
65	D1-D8	Freightliner	481-003		12' Coiled Air and Electric Lines	0
66	D1-D8	Freightliner	30k-015		2-Way HD 150 Amp Receptacle wired Hot, LH Rail BOC	160
67	D1-D8	Freightliner	30k-027		2-Way HD 150 Amp Receptacle wired Hot, LH Rail EOF	190
68	D1-D8	Freightliner	30k-043		1-Way 150 Amp Receptacle wired Hot, LH Rail BOC	202
69	D1-D8	Freightliner	30k-055		1-Way 150 Amp Receptacle wired Hot, LH Rail EOF	163
70	D1-D8	Freightliner	452-004		Driver Controlled Differential Lock (One Axle)	475
71	D1-D8					
72	D1-D8	Freightliner			155-165" Wheelbase	165
73	D1-D8	Freightliner			166-184" Wheelbase	402

FORM E-1: Chassis Manufacturer Options Pricing	Invitation #:	HT06-16
Offeror Name:	Houston Freightliner Inc	

*** Offerer should reference this Invitation's Section-B, subsection 12 ***

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(2) No handwritten entries.

(3) Options should be priced at the differential amount between the Base Unit models' price and the optional (upgrade/downgrade) option.

(4) All options priced herein must have a unique, CURRENT chassis manufacturer product / part code.

	HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE
74	D1-D8	Freightliner			185-205" Wheelbase	656
75	D1-D8	Freightliner			206-230" Wheelbase	812
76	D1-D8	Freightliner			231-254" Wheelbase	1028
77	D1-D8	Freightliner			255-270" Wheelbase	1228
78	D1-D8	Freightliner			271"-299" Wheelbase	1870
79	D1-D8	Freightliner	546-093		11/32x3-7/16x10-3/16" Frame 80KSI	110
80	D1-D8	Freightliner	546-100		11/32x3-1/2x10-3/16" Frame 120KSI	125
81	D1-D8	Freightliner	546-092		11/32x3-1/2x10-5/16" Frame 80KSI	145
82	D1-D8	Freightliner	546-101		11/32x3-1/2x10-5/16" Frame 120KSI	155
83	D1-D8	Freightliner	546-102		7/16x3-9/16x11-1/8" Frame 120KSI	560
84	D1-D8	Freightliner	547-001		1/4" Inner Frame Reinforcement	650
85	D1-D8	Freightliner	549-090		PDI Installed Front Frame Extension	1,150
86	D1-D8	Freightliner	587-003		Rear Tow Hooks	40
87	D1-D8	Freightliner	556-1A4		3 Piece Chromed Steel Bumper with Collapsible Ends & LH/RH Cut Outs for Federal FM100 Speakers	79
88	D1-D8	Freightliner	556-1AP		3 Piece Painted Steel Front Bumper	95
89	D1-D8	Freightliner	556-1CK		3 Piece Chromed Steel Bumper with Air Dam	254
90	D1-D8	Freightliner	556-1AR		3 Piece Chromed Steel Bumper with Collapsible Ends & LH/RH Cut Outs for Federal FM100 Speakers	295
91	D1-D8	Freightliner	558-001		Front Tow Hooks	95
92	D1-D8	Freightliner	551-002		Huck Spin Chassis Fasteners	193
93	D1-D8	Freightliner	583 056		Stainless Steel Quarter Fenders	185
94	D1-D8	Freightliner	583-058		Plastic Quarter Fenders	95
95	D1-D8	Fontaine	578-391	6A36	NO Slack 6000 Series Stationary Fifth Wheel	634
96	D1-D8	Jost	578-1B3	JSK37	Flat Plate Stationary Fifth Wheel	775
97	D1-D8	Jost	578-1CF	JSK37	Air Slide Fifth Wheel	1,132
98	D1-D8	Freightliner	578-192		RH 50 Gallon Fuel Tank	590
99	D1-D8	Freightliner	208-195		RH 60 Gallon Fuel Tank	425
100	D1-D8	Freightliner	206-034		RH 80 Gallon Fuel Tank	545
101	D1-D8	Freightliner	206-194		RH 100 Gallon Fuel Tank	775
102	D1-D8	Freightliner	204-195		LH 60 Gallon Fuel Tank	64
103	D1-D8	Freightliner	204-152		LH 70 Gallon Fuel Tank	129
104	D1-D8	Freightliner	204-034		LH 80 Gallon Fuel Tank	175
105	D1-D8	Freightliner	204-194		LH 100 Gallon Fuel Tank	375
106	D1-D8	Freightliner	203-006		60 Gallon Hydraulic Reservoir	504
107	D1-D8	Freightliner	205-003		Locking Fuel Cap	43
108	D1-D8	Instaheat	220-048		Fuel Heater	441
109	D1-D8	Alliance	122-077		Fuel/Water Separator with Heated Bowl and Primer Pump	84
110	D1-D8	Alliance	122-076		Fuel/Water Separator with Heated Bowl	11
111	D1-D8	Alliance	122-084		Fuel/Water Separator with Heated Bowl, Primer Pump and Indicator Lamp	44
112	D1-D8	Davco	122-101	382F	Fuel/Water Separator w/Thermatic Control	301
113	D1-D8	Davco	122-1F8	243	Fuel/Water Separator	215
114	D1-D8	Davco	122-1F9	243	Fuel/Water Separator with Heater	249
115	D1-D8	Davco	122-1G0	243	Fuel/Water Separator with ESOC	277
116	D1-D8	Freightliner	20E-001		Aux Fuel Supply and Return Ports	57
117	D1-D8	Freightliner	221-001		Fuel Cooler	184

FORM E-1: Chassis Manufacturer Options Pricing	Invitation #:	HT06-16
Offeror Name:	Houston Freightliner Inc	

*** Offeror should reference this Invitation's Section B subsection 12 ***

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	HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE
118	D1-D8	Freightliner	829-075		132" High Roof Extended Cab	4,253
119	D1-D8	Freightliner	829-079		154" High Roof Crew Cab	7,591
120	D1-D8	Freightliner	682-050		Walk Thru Opening BOC	457
121	D1-D8	Freightliner	784-001		Brackets only for Airshield Roof Deflector	323
122	D1-D8	Freightliner	784-032		Airshield Roof Deflector Not Installed	382
123	D1-D8	Freightliner	650-003		Leaf Spring Rear Cab Suspension	186
124	D1-D8	Freightliner	650-008		Air Cab Mounts	118
125	D1-D8	Freightliner	648-002		Nonremoveable Bugscreen behind grille	46
126	D1-D8	Freightliner	648-001		Front Removable Bug Screen	67
127	D1-D8	Freightliner	754-008		2-1/2" Fender Extensions	215
128	D1-D8	Freightliner	678-001		LH/RH Cab Grab Handles	57
129	D1-D8	Freightliner	678-018		LH/RH Cab Grab Handles w/ Inserts	131
130	D1-D8	Freightliner	646-023		Hood Mounted Chrome Grille	83
131	D1-D8	Freightliner	646-011		Stationary Grille	245
132	D1-D8	Freightliner	727-1AF		Single Air Horn Under Cab	75
133	D1-D8	Freightliner	727-1AH		Single 14" Air Horn Roof Mtd	105
134	D1-D8	Freightliner	727-1AM		Dual 24" Air Horns Roof Mtd	120
135	D1-D8	Freightliner	727-180		Dual 25" Stutter Tone Hood Mtd Air Horns	353
136	D1-D8	Freightliner	657-1A0		All Locks Keyed Alike	27
137	D1-D8	Freightliner	327-1AA		PDI Installed Pre Wire PKG for Light Bar	675
138	D1-D8	Freightliner	302-047		LED Marker Lights	29
139	D1-D8	Freightliner	315-058		Amber Fog Lights	90
140	D1-D8	Freightliner	315-061		Clear Fog Lights	80
141	D1-D8	Freightliner	311-001		Daytime Running Lights	23
142	D1-D8	Freightliner	294-042		LED Stop/Tail/ Backup Lights	95
143	D1-D8	Freightliner	744-1BN		Dual West Coast Bright Mirrors	67
144	D1-D8	Freightliner	744-1BC		Dual West Coast Bright Mirrors with LH and RH Remote	224
145	D1-D8	Freightliner	744-1BM		Dual West Coast Bright Finish Heated Mirrors	183
146	D1-D8	Freightliner	743-1AP		LH/RH 8" Convex Molded In Color Mirrors	13
147	D1-D8	Freightliner	74A-001		RH Downview Mirror	38
148	D1-D8	Sure Plus	74B-080		LH/RH 8" Bright Convex Fender Mirrors	117
149	D1-D8	Freightliner	677-016		Dual Level Cab Entry Steps, Both Sides	228
150	D1-D8	Freightliner	764-010		Front Sun Visor	187
151	D1-D8	Freightliner	764-018		Bright Front Sun Visor	409
152	D1-D8	Freightliner	654-011		LH/RH Electric Windows	147
153	D1-D8	Freightliner	769-002		Lower RH Door with Fresnel Lens	194
154	D1-D8	Freightliner	706-026		Aluminum Kick Panels LH Side	19
155	D1-D8	Freightliner	708-026		Aluminum Kick Panels RH Side	19
156	D1-D8	Freightliner	696-015		Center Storage Console	19
157	D1-D8					
158	D1-D8					
159	D1-D8	Freightliner	696-006		Between Seat File/Desk Storage	390
160	D1-D8	Freightliner	720-002		2 1/2 lb Fire Extinguisher	38
161	D1-D8	Freightliner	720-003		5 lb Fire Extinguisher	59
162	D1-D8	Freightliner	700-002		Air Conditioner	850
163	D1-D8	Freightliner	170-045		Std Heater Plumbing with Ball Shut Off Valves at Supply Line	25

FORM E-1; Chassis Manufacturer Options Pricing					Invitation #:	HT06-16
Offeror Name:	Houston Freightliner Inc					
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	HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE
164	D1-D8	Freightliner	739-028		Extreme Cab Insulation	62
165	D1-D8	Freightliner	324-074		LH/RH Door Activated Dome Lite with 3-Way Switch	82
166	D1-D8	Freightliner	324-1AJ		LH/RH Door Activated Dome Lite with Reading Lites and Courtesy Lites	138
167	D1-D8	Freightliner	655-005		LH/RH Electric Door Locks	71
168	D1-D8	Freightliner	284-023		12v Power Supply in Dash	14
169	D1-D8	Freightliner	284-045		(2) 12v Power Receptacles in Dash	48
170	D1-D8	Freightliner	722-002		Triangle Reflectors without Flares	18
171	D1-D8	Seats Inc	756-1J3	910	Basic HighBack Air Driver Seat	165
172	D1-D8	Freightliner	756-155		Full Width Bench Seat w/ Folding Back	N/C
173		Seats Inc	756-1D9		Premium High Back Driver Seat	200
174	D1-D8	National	756-167	2000	2000 Series Easy-Aire Driver Seat	175
175	D1-D8	Freightliner	760-235		2 Man Passenger Seat	178
176	D1-D8	Seats Inc	760-1J2		Basic High Back Air Susp Pass Seat	165
177	D1-D8	Seats Inc	760-1DC	910	Basic Air Pasesenger Seat	N/C
178	D1-D8	Seats Inc	760-1D9		Premium High Back Passenger Seat	300
179	D1-D8	Freightliner	762-239		(2) Fold Up Forward Facing Rear Seats	25
180	D1-D8	Freightliner	762-155		Full Rear Bench Seat	291
181	D1-D8	Freightliner	758-014		Black Cordura Plus Dr Seat Cover	18
182	D1-D8	Freightliner	761-014		Black Cordura Plus Pass Seat Cover	18
183	D1-D8	Freightliner	755-014		Black Cordura Plus RR Seat Cover	18
184	D1-D8	Freightliner	763-012		Orange Visibility Seat Belts	25
185	D1-D8	Freightliner	532-002		Adjustable Steering Column	376
186	D1-D8	Freightliner	198-003		Dash Mtd Air Restriction Indicator	17
187	D1-D8	Preco	721-001		Back Up Alarm	60
188	D1-D8	Preco	721-003		Self Adjusting Back Up Alarm	109
189	D1-D8	Freightliner	33A-802		Wiring Provision for Cust Furnished Strobe Light	150
190	D1-D8	Stemco	438-001		Mechanical Hubobometer	68
191	D1-D8	Freightliner	679-001		Overhead Instrument Panel	47
192	D1-D8	Delphi	746-181		AM/FM/WB Sirius Premium Radio	525
193	D1-D8	Freightliner	746-1B3		AM/FM/WB Radio with Bluetooth Microphone Radio	225
194	D1-D8	Freightliner	746-1A1		AM/FM/WB CD/MP3 Premium Radio	375
195	D1-D8	Freightliner	812-001		Electronic 3000 RPM Tachometer	62
196	D1-D8	Meritor	498-004		Enhanced Stability Control	850
197	D1-D8	Freightliner	3229-007		One Aux Rocker Switch on Dash	65
198	D1-D8	Goodyear	093-0KR		11R22.5 14 Ply G282 FR Tires	102
199	D1-D8	Michelin	093-1AX		11R22.5 16 Ply XZE2 FR Tires	259
200	D1-D8	Continental	093-1P2		11R22.5 14 Ply HSL2 FR Tires	38
201	D1-D8	Goodyear	093-1GA		11R22.5 16 Ply G399 FR Tires	125
202	D1-D8	Goodyear	093-1KR		11R22.5 16 Ply G282 MSD Fr Tires	191
203	D1-D8	Michelin	093-0DJ		11R22.5 16 Ply XDE M/S FR Tires	243
204	D1-D8	Michelin	093-2CC		315/80R22.5 20 Ply XZU-S2 FR Tires	623
205	D1-D8	Michelin	093-0TA		385/65R22.5 18 Ply XZY-3 Fr Tires	700
206	D1-D8	Michelin	093-1E2		425/65R22.5 Michelin XZY	471
207	D1-D8	Goodyear	094-1DG		11R22.5 14 Ply G338 RR Tires	179
208	D1-D8	Michelin	094-0DH		11R22.5 14 Ply XDE M/S RR Tires	255
209	D1-D8	Goodyear	094-0VE		11R22.5 16 PLY G288 RR Tires	257

FORM E-1: Chassis Manufacturer Options Pricing	Invitation #:	HT06-16
Offeror Name:	Houston Freightliner Inc	

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	HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE
210	D1-D8	Michelin	094-0DJ		11R22.5 XDE- MS RR Tires	320
211	D1-D8	Michelin	094-0TD		315/80R22.5 20 Ply XZU-3 RR Tires	778
212	D1-D8	Michelin	094-2CC		315/80R22.5 20 Ply XZU-S2 RR Tires	3,258
213	D1-D8	Freightliner	549-048		24" Front Frame Extension w/ Insert	173
	D1-D11				Specially Manufactured Body per Customer Specifications NOT listed in Body Option Section	Sold at Cost
214	D1	Cummins	101-2NT		ISB 250 HP 660 LB FT TQ	1,089
215	D1	Cummins	101-2RJ		ISB 260 HP 660 LB FT TQ	1,983
216	D1	Cummins	101-2N6		ISB 280 HP 660 LB FT TQ	2,621
217	D1	Cummins	101-2N7		ISB 300 HP 660 LB FT TQ	3,377
218	D1	Cummins	101-2N8		ISB 325 HP 750 LB FT TQ	4,758
219	D1	Cummins	101-2XG		ISL 260 HP 660 LB FT TQ	6,474
220	D1	Cummins	101-2XF		ISL 270 HP 660 LB FT TQ	7,113
221	D1	Cummins	101-13N		ISL 300 HP 860 LB FT TQ	7,751
222	D1	Cummins	101-2G3		ISL 330 HP 1000 LB FT TQ	8,856
223	D1	Cummins	101-2N0		ISL 345 HP 1150 LB FT TQ	11,353
224	D1	Cummins	101-2XM		ISL 350 HP 1000 LB FT TQ	9,144
225	D1	Eaton	342-1P8	FO-5406B DM	6 Speed UltraShift Transmission	1,687
226	D1	Eaton	342-1P9	FO-6406B DM	6 Speed UltraShift Transmission	3,225
227	D1	Allison	342-1MG		2500 RDS Auto Transmission	2,661
228	D1	Allison	342-582		3000 RDS Auto Transmission	7,098
229	D1	Allison	342-584		3500 RDS Auto Transmission	7,146
230	D1	Detroit	400-1EA	DA-F-13.0-3	13,000 LB Front Axle	197
231	D1	Detroit	400-1A8	DAF-14-3.4	14,700 LB Front Axle	621
232	D1	Detroit	400-1A9	DAF-16.0.5	16,000 LB Front Axle	1,400
233	D1	Freightliner	620-010		14,600 LB Front Suspension	382
234	D1	Freightliner	400-1BA	DAF 18.0.5	18,000 LB Front Axle	2,013
235	D1	Meritor	400-1F2	MX-14-120	14,000 LB Front Drive Axle	14,175
236	D1	Meritor	400-1F1	MX-16-120	16,000 LB Front Drive Axle	14,260
237	D1	Freightliner	620-026		16,000 LB Front Suspension	504
238	D1	Meritor	420-051	RS-23-160	23,000 LB Rear Axle	510
239	D1	Meritor	420-022	RS-26-185	26,000 LB Rear Axle	4,020
240	D1	Meritor	420-024	RS-30-185	30,000 LB Rear Axle	4,478
241	D1	Freightliner	622-1MH		23,000 LB Multi-Leaf Rear Suspension	1,285
242	D1	Freightliner	622-001		23,000 LB FlatLeaf Rear Suspension	948
243	D1	Freightliner	622-284		Airliner 21,000 Rear Suspension	1,301
244	D1	Freightliner	622-216		Airliner 23,000 Rear Suspension	1,620
245	D1	Freightliner	622-1DB		30,000 LB Rear Suspension	1,265
246	D1	Freightliner	452-004		Driver Controlled Differential Lock (One Axle)	475
247	D2	Cummins	101-13N		ISL 300 HP 860 LB FT TQ	638
248	D2	Cummins	101-2G3		ISL 330 HP 1000 LB FT TQ	1,742
249	D2	Cummins	101-2N0		ISL 345 HP 1150 LB FT TQ	4,240
250	D2	Cummins	101-2XM		ISL 350 HP 1000 LB FT TQ	2,030

FORM E-1: Chassis Manufacturer Options Pricing					Invitation #:	HT06-16
Offeror Name:	Houston Freightliner Inc					
*** Offeror should reference this Invitation's Section-B, subsection 12 ***						
(1) Bid each option item on a single, separate line. Inserting additional lines as necessary.						
(2) No handwritten entries.						
(3) Options should be priced at the differential amount between the Base Unit models' price and the optional (upgrade/downgrade) option.						
(4) All options priced herein must have a unique, CURRENT chassis manufacturer product / part code.						

	HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE
251	D2	Eaton	342-443		RO-11908LL 10 Speed Trans	1,917
252	D2	Allison	342-582		3000 RDS Auto Transmission	6,146
253	D2	Allison	342-584		3500 RDS Auto Transmission	6,091
254	D2	Detroit	400-1EA	DA-F-13.0-3	13,000 LB Front Axle	197
255	D2	Detroit	400-1A8	AF-14-3.4	14,700 LB Front Axle	621
256	D2	Meritor	400-1F2	MX-14-120	14,000 LB Front Drive Axle	14,175
257	D2	Meritor	400-1F1	MX-16-120	16,000 LB Front Drive Axle	14,260
258	D2	Freightliner	620-010		14,600 LB Front Suspension	382
259	D2	Detroit	400-1A9	AF-16.0-5	16,000 LB Front Axle	1,400
260	D2	Detroit	400-1BA	AF-18.0-5	18,000 LB Front Axle	2,013
261	D2	Freightliner	620-013		18,000 LB Front Suspension	492
262	D2	Freightliner	620-004		16,000 LB Flatleaf Front Suspension	504
263	D2	Detroit	400-1BB	DA-F-20.0-05	20,000 LB Front Axle	3,325
264	D2	Meritor	420-103	RT-46-160	46,000 LB Rear Axle	1,880
265	D2	Freightliner	622-005		Airliner 40,000 LB Rear Suspension	1,144
266	D2	Freightliner	622-199		Airliner 46,000 LB Rear Suspension	1,679
267	D2	Freightliner	622-286		Tuftrac 46,000 LB Rear Suspension	2,728
268	D2	Freightliner	622-1E3		Tuftrac 40,000 LB Rear Suspension	2,761
269	D2	Hendrickson	622-1E8		Haulmaxx 40,000 LB Rear Suspension	3,513
270	D2	Hendrickson	622-1E7		Haulmaxx 46,000 LB Rear Suspension	3,906
271	D2	Hendrickson	622-1CH	RT403	Hendrickson RT403 Rear Suspension	2,422
272	D2	Hendrickson	622-1CP	RT463	Hendrickson RT463 Rear Suspension	2,651
273	D2	Freightliner	452-005		Driver Controlled Traction-Both Axles	905
274	D3	Detroit	101-2TC	DD13	370 HP 1250 LB FT TQ	(8)
275	D3	Detroit	101-2TJ	DD13	380 HP Multi TQ 1235/1550 LB FT	401
276	D3	Detroit	101-2TD	DD13	380 HP 1450 LB FT TQ	329
277	D3	Detroit	101-2TE	DD13	410 HP 1550 LB FT TQ	473
278	D3	Detroit	101-2T0	DD13	450 HP 1550 LB FT TQ	643
279	D3	Cummins	101-2KA	ISL-G	260 HP 660 LB FT TQ CNG Engine	13,219
280	D3	Cummins	101-2J8	ISL-G	300 HP 860 LB FT TQ CNG Engine	14,577
281	D3	Cummins	101-2J7	ISL-G	320 HP 1000 LB FT TQ CNG Engine	15,030
282	D3	Cummins	101-2NO	ISL	345 HP 1150 LB FT TQ	(4,494)
283	D3	Cummins	101-2XN	ISL	370 HP 1250 LB FT TQ	(3,591)
284	D3	Cummins	101-2XP	ISL	380 HP 1250 LB FT TQ	(3,253)
285	D3	Eaton	342-412		FR-14210B 10 Speed Transmission	225
286	D3	Eaton	342-416		FR-15210B 10 Speed Transmission	1,057
287	D3	Eaton	342-419		FR-16210C 10 Speed Transmission	1,129
288	D3	Eaton	342-444		RTO-14908LL 10 Speed Trans	2,376
289	D3	Eaton	342-445		RTO-16908LL 10 Speed Trans	2,650
290	D3	Eaton	342-1BM		RTLO-16913A 13 Speed Trans	3,486
291	D3	Allison	342-584		3500 RDS Automatic Trans	7,306
292	D3	Allison	342-582		3000 RDS Automatic Trans	7,306
293	D3	Allison	342-1M1		4000 RDS Automatic Trans	16,047
294	D3	Allison	342-1M3		4500 RDS Automatic Trans	16,958 ✓
295	D3	Alliance	400-1A8	AF-14-3.4	14,700 LB Front Axle	678

FORM C-1: Chassis Manufacturer Options Pricing		Invitation #:	HT06-16
Offeror Name:	Houston Freightliner Inc		

*** Offeror should reference this Invitation's Section-B, subsection 12 ***

(1) Bid each option item on a single, separate line. Inserting additional lines as necessary.

(2) No handwritten entries.

(3) Options should be priced at the differential amount between the Base Unit models' price and the optional (upgrade/downgrade) option.

(4) All options priced herein must have a unique, CURRENT chassis manufacturer product / part code.

	HGAC LINE ITEM PRODUCT CODE ASSSOCIATED WITH OPTION (e.g. "A1", "B1-B3", etc.)	MANUFACTURER OF OPTION	MODEL	MAMUFACTURER PRICE BOOK OPTION CODE	OPTION DESCRIPTION	OFFERED PRICE
296	D3	Freightliner	620-010		14,600 LB Taperleaf Front Suspension	348
297	D3	Freightliner	620-003		14,600 LB Flatleaf Front Suspension	315
298	D3	Alliance	400-1A9	AF-16.0-5	16,000 LB Front Axle	1,374
299	D3	Freightliner	620-026		16,000 LB Front Suspension	828
300	D3	Alliance	400-1BA	AF-18.0-5	18,000 LB Front Axle	1,681
301	D3	Freightliner	620-013		18,000 LB Front Suspension	1,028
302	D3	Alliance	620-1BB	AF-20.0-5	20,000 LB Front Axle	2,483 ✓
303	D3	Freightliner	620-025		20,000 LB Front Suspension (with 20k Front Axle)	1,085 ✓
304	D3	Meritor	420-103	RT-46-160	46,000 LB Rear Axle	2,726 ✓
305	D3	Meritor	420-051	RS-23-160	23,000 LB Rear Axle	(6,963)
306	D3	Meritor	420-022	RS-26-185	26,000 LB Rear Axle	(3,641)
307	D3	Meritor	420-024	RS-30-185	30,000 LB Rear Axle	(2,875)
308	D3	Freightliner	622-005		Airliner 40,000 LB Rear Suspension	1,144
309	D3	Freightliner	622-199		Airliner 46,000 LB Rear Suspension	1,679
310	D3	Freightliner	622-286		Tuftrac 46,000 LB Rear Suspension	2,728
311	D3	Freightliner	622-1E3		Tuftrac 40,000 LB Rear Suspension	2,761
312	D3	Hendrickson	622-1E8		Haulmaxx 40,000 LB Rear Suspension	3,513
313	D3	Hendrickson	622-1E7		Haulmaxx 46,000 LB Rear Suspension	3,906 ✓
314	D3	Hendrickson	622-1CH	RT403	Hendrickson RT403 Rear Suspension	2,422
315	D3	Hendrickson	622-1CP	RT463	Hendrickson RT463 Rear Suspension	2,651
316	D3	Freightliner	452-005		Driver Controlled Traction-Both Axles	905
317	D3	Freightliner	230-064		60 Diesel Equivalent Gallon CNG Tank	30,008
318	D3	Freightliner	230-063		75 Diesel Equivalent Gallon CNG Tank	33,465
319	D3	Hendrickson	035-1A1	SC120	20,000 LB Composilite Steerable Pusher Axle	8,170
320	D3	Hendrickson	035-024	HLM 20	13,200 LB Non Steerable Pusher Axle	5,953
321	D3	Hendrickson	035-1A0	SC13	13,200 LB Composilite Steerable Pusher Axle	5,991
322	D3	Freightliner	220-008		LNG fuel Heater/Vaporizer	5,249

323	D4	Freightliner	002-003		Trailer Towing Package at EOF	701
324	D4	Detroit	101-2TW	DD13	350 HP 1350 LB FT TQ	(3,013)
325	D4	Detroit	101-2TC	DD13	370 HP 1250 LB FT TQ	(3,022)
326	D4	Detroit	101-2TX	DD13	380 HP 1350 LB FT TQ	(2,756)
327	D4	Detroit	101-2TD	DD13	380 HP 1450 LB FT TQ	(2,684)
328	D4	Detroit	101-2TJ	DD13	380 HP Multi TQ 1350/1550	(2,612)
329	D4	Detroit	101-2TY	DD13	410 HP 1450 LB FT TQ	(2,612)
330	D4	Detroit	101-2TE	DD13	410 HP 1550 LB FT TQ	(2,540)
331	D4	Detroit	101-2TG	DD13	410 HP 1650 LB FT TQ	(2,468)
332	D4	Detroit	101-2TK	DD13	410 HP Multi TQ 1450/1650	(2,468)
333	D4	Detroit	101-2TF	DD13	435 HP 1550 LB FT TQ	(2,432)
334	D4	Detroit	101-2T0	DD13	450 HP 1550 LB FT TQ	(2,369)
335	D4	Detroit	101-2T1	DD13	450 HP 1650 LB FT TQ	(2,167)
336	D4	Detroit	101-2V8	DD15	455HP 1650 LB FT TQ	419
337	D4	Detroit	101-2WB	DD15	455 HP Multi TQ 1550/1750	478
338	D4	Detroit	101-2V9	DD15	475HP 1650 LB FT TQ	478
339	D4	Detroit	101-2WC	DD15	475/505 HP Multi TQ 1650	717

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-131130

Date Filed:
11/01/2016

Date Acknowledged:
11/01/2016

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

Houston Freightliner, 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.

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.

308580
2017 Freightliner with Grapple and Trash Body

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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308580
2017 Freightliner with Grapple and Trash Body

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

DESIRAE YOUNG
Notary Public, State of Texas
My Commission Expires
October 22, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mike McCarthy, this the 1st day of November, 20 16, to certify which, witness my hand and seal of office.

Desirae Young — Desirae Young — Sales Coordinator

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

AI-57114 **Purchasing Department** **20. D. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise County's sole option to "terminate" the "on call" Professional Services Agreement #C-15-384-12-08 & Work Authorization #1 for (Brushline Rd. Project) with Dos Logistics, Inc., pursuant Precinct# 4's request.

BACKGROUND

Precinct 4's request
Contract & WA1-C-15-384-12-08-DLI-See Article 13-Termination

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1287-431-30-124-151-4-721

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

BUDGETARY IMPACT:

Attachments

Contract/WA1-DLI-C-15-384-12-08-Pct 4
email request by Pct 4-terminate-DLI

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2016 09:08 AM
Budget & Management	Veronica Ortiz	11/03/2016 09:25 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Letty Saenz		Started On: 10/28/2016 09:44 AM
Final Approval Date: 11/10/2016		

FILED
AT 3:45 O'CLOCK P M
DEC 23 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY P. Tan DEPUTY

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-384-12-08

THIS AGREEMENT is made effective the **8TH** day of **December, 2015** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Dos Logistics, Inc.** of Weslaco, 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, C.I.P.** and **Other Projects in General" (on an as needed basis)** for projects within **Hidalgo County Precinct No. 4** (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 professional engineers to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, 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 **December 08, 2015,** and will expire **December 07, 2016** 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. 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.

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. Expect as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Engineer: **Dos Logistics, Inc.**
Attn: Eric Ybarra, President/C.E.O.
1002 East Expressway 83
Weslaco, Texas 78596

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

COUNTY:
COUNTY OF HIDALGO, TEXAS

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

By: Ramon Garcia
Hon. Ramon Garcia, County Judge

ENGINEER: DOS LOGISTICS, INC.

By: _____

Printed Name Eric Ybarra

Title: C.E.O.

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: December 8 , 2015.

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-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

January 20, 2015

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: 2015-006-02-04-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: 2015-006-02-04-YZV

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2.	Request for Qualifications, Legal Notice	9
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4.	Exhibit B, Evaluation Criteria	1
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7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	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

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
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, seven (7) copies of all qualifications and two (2) 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.: 2015 -006-02-04-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 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

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, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. 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 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 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. 2015-006-02-04-YZV

EXHIBIT "B"

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

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____
State of Incorporation: _____ Date:_____ Other: _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other
Have you been certified as a HUB or an MBE/WBE source?: • Yes • No
Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No
What type of product(s) is/are solicited by your company?: _____
Would you like to be provided with specifications for procurements of such products?: • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____ Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12f1406

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-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 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

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

SCOPE OF SERVICES

DL, Inc. proposes to provide Hidalgo County with professional engineering services as required to complete project related tasks for County of Hidalgo including, but not limited to, the following:

- Route and Design Studies
- Social, Economic, Environmental Studies, and Public Involvement
- Right of Way Acquisition Services (Maps and Data)
- Subsurface Utility Engineering
- Pre-Design
- Surveying
- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Marking, and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation
- Building Design
- Plans, Drawings, and Specifications
- Bid Package Preparation
- Construction Contract Management
- Design for New Construction
- Design for Alternations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating
- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Infrastructure / Site Development

Other professional services offered by DL, Inc. include: Project Development Management, Facility Analysis and Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring.

EXHIBIT C

-Engineer Contract Rates

DL, INC.
DOS LOGISTICS, INC.

RATE SCHEDULE

DOS Logistics, Inc.

Direct Labor

Labor/Staff Classification	Contract Rate
PRINCIPAL	$249.00
PROJECT MANAGER	$220.00
SENIOR ENGINEER	$200.00
PROJECT ENGINEER	$170.00
DESIGN ENGINEER	$149.00
ENGINEER IN TRAINING (EIT)	$79.00
SENIOR ENGINEER TECH	$86.00
ENGINEER TECH	$80.00
CADD OPERATOR	$65.00
ADMIN/CLERICAL	$58.00
PROJECT INSPECTOR V	$76.00
PROJECT INSPECTOR I	$71.00
PUBLIC INVOLVEMENT / OUTREACH	$124.00

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-384-12-08

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, Joseph Palacios, as to content and detail of this **Work Authorization No. ____.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE ENGINEER:
DOS LOGISTICS, INC.

_____
By: Eric Ybarra, C.E.O.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

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 _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **20**___ concerning Engineering for_____ hereinafter referred to as the ("**Project**"); and,

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

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

A. AGREEMENT

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

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

_____
_____
_____
_____
_____
_____

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

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

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jesusa Villarreal
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: jessie@montalvoinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Dos Logistics Inc. 1002 East Expressway 83 Weslaco TX 78596	INSURER A: Mesa Underwriters Specialty	
	INSURER B: Progressive County Mutual Ins.	
	INSURER C: Texas Mutual Insurance Company	
	INSURER D: Axis Surpuls Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1581201686 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			MP0042012001268	4/24/2015	4/24/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			03244013-1	8/20/2015	8/20/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP-0001253872-2015	6/8/2015	6/8/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			EBZ780503012015	4/24/2015	4/24/2016	EACH CLAIM AGGREGATE	2,000,000 2,000,000

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

The General Liability and Auto policy contain a special endorsement with Additional Insured wording. In addition, these policies contain a special endorsement with Waiver of Transfer of rights of Recovery against others to us. These are automatic when required in the contract or agreement.

CERTIFICATE HOLDER

Hidalgo County
Attention: Purchasing
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

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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: MP0042012001268

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Requied by written contract for each Addititional Insured endorsement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER:MP0042012001268

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where Requied by written contract for each Addititional Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

INSURED

AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 8, 2015
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. **Open Forum**

6. **Constables:**

A. **AI-52469** Constable Pct. 3:
Discussion, consideration, and approval to appoint Willie Coy as Deputy Constable by Constable Lazaro Gallardo, Jr., Constable Pct. 3, in accordance with the Texas Local Government Code Section 86.011.

7. **Sheriff's Office:**

A. **AI-52501** 1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and U.S. Marshals Service.
2. Authorization for County Judge, as authorized official, and County Sheriff to sign document.

from 1,500 Ft west of FM 2220 (Ware Road) to 10th Street

15. Budget & Management:

A. Budget Appropriations:

1. AI-52535 Tax Office (1246):
Approval of 2015 unappropriation of funds for the Tax Office Special Vehicle Inventory in the amount of $65,000.00.

16. 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. AI-52547 Texas Agrilife Extension Service:
Requesting approval of Requisition #288405 and Requisition #288381 in order to purchase needed supplies and a printer due to not meeting purchase order deadline of November 6, 2015

B. Budget and Management:

1. AI-52528 Approval and acceptance of the negotiated agreement between Hidalgo County and Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group (ranked by HCCC on 11-17-15) including the Best And Final Offer (BAFO) for RFP No: 2015-283-10-28-YSS Consulting Services for Self-Funded Insured Group Health.

2. AI-52024 Acceptance and approval of invoices of Premiums/Fees (awarded by HCCC 10-27-15) and attached hereto as 2016-2017 Coverage Summary for Property and Casualty Insurance Policies in the total amounts of $639,346.00 McGriff Seibels & Williams of Texas, Inc. and $1,751,297.00 to Montalvo Insurance Agency effective January 01, 2016 through January 01, 2017 with authority for County Treasurer to issue

F. **Pct. 4**

1. **AI-52464** A. Requesting approval of an **(On Call)** "professional services agreement" with **ARANDA & ASSOCIATES, INC.** for the purposes of [**Surveying Services**] for **"Road and Bridge, C.I.P. and other projects in General"** located within **Hidalgo County Precinct No. 4.**

APPROVED B. Requesting approval of an **(On Call)** "professional services agreement" with **DOS LOGISTICS, INC.** for the purposes of [**Engineering Services**] for **"Road and Bridge, C.I.P. and Other Projects in General"** located within **Hidalgo County Precinct No. 4.**

G. **WIC**

1. **AI-52336** Presentation of sole bid received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements (as detailed in the documentation contained herein) for Hidalgo County Women, Infant and Children (WIC) Program - for Request for Bid titled: "Lease of Office Space - McAllen-North Side" through project No.: 2015-366-11-18-HGO.

2. **AI-52223** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County WIC Program-"Lease Office Space- McAllen Clinic" RFB No.: 2016-014-00-00-SGS, including the re-advertising of project in the event No Bid responses are received and/or are rejected and project is still required.

H. **Colonia Access Program Pct. 2**

1. **AI-52498** Requesting approval to terminate Work Authorization No.1 under article 3.1 Termination Date of BCAP Contract # C-CAP 14-400-10-28 with R. Gutierrez Engineering Corporation for Las Fuentes Subdivision in Pct. 2.

I. **Co. Wide**

1. **AI-52408** **HIDALGO COUNTY:**
a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Sections-.024(a)(3)-"an item necessary because of unforeseen damage to public property;", and (7)-"an item that can be obtained from only one source, including"-(B) films,

FILED
AT 2:00 O'CLOCK P M
JUN 28 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-384-12-08
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **DOS LOGISTICS, INC.,** professional engineers of **Weslaco, Texas**, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide the proposed Brushline Road Improvemens from north of Mile 22 1/2 Street to FM 490.

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 **$ 90,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

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

PART 4. FUNDING
This **Work Authorization No.1** shall be funded through funding source:
Account No. **6-1287-431-30-124-151-4-721**
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 #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.1**.

HIDALGO COUNTY PRECINCT # 4

BY: _____
Hon. Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 6/20/16 as indicated below and effective as of 20th day of June, 2016.

THE ENGINEER:
DOS LOGISTICS, INC.

BY: _____
Juan Gamez, P.E. , President/CEO

THE OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Hon. Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 6/20/16

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"

Services to be provided by the OWNER

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 the accepted by the **OWNER** in accordance with Section 6 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 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 the public meeting; additionally:

Public Meetings

(a) Approve Agenda and all Exhibits prior to public meetings.

(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 USAGE 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"
HIDALGO COUNTY PRECINCT No. 4

Brushline Road Roadway Improvements

SCOPE OF SERVICES

To be Provided by the Owner

Project Startup

Recovery existing Right of Way

Review FEMA maps

Review Appraisal Maps

Topographic Survey and Engineering Design for Road and Drainage

Set up control points for Topographic Survey

ROW Recovery

Run Elevations points to this project Area

Set up Two (2) Bench Marks

Prepare Engineering Cost Estimate

Prepare Construction Plans,

Perform QA/QC

DL, INC.
DOS LOGISTICS, INC.

June 8, 2016

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct 4
1051 N Doolittle Rd,
Edinburg, TX 78542

Re: Brushline Rd. Work Authorization # 1: Surveying

This letter is to inform you that Dos Logistics Inc. intends to Subcontract Surveying Services with JCS Engineering and Surveying for all surveying activities related to this Work Authorization.

Kind Regards,

Juan M. Gamez, P.E.
Principal
Dos Logistics Inc.

PROJECT FEE ESTIMATE

CLIENT: Dos Logistics Inc
PROJECT: Brushline-Design Survey DATE: 6/15/2016

ID	ACTIVITY	HOURS									
		3-MAN CREW	CADD TECH	SURVEY TECH	RPLS	ADMIN	EXP	DIRECT SALARIES	DIRECT EXP @	INDIRECT EXP @	TOTAL
		141.6	71.6	74.5	115.4	60.64					
I. Design Surveys											
1.01	Perform Topo_Survey (x-sections)	30			8			5,171.20	-	-	5,171.20
1.02	Pick drainage structures	15			12			3,508.80	-	-	3,508.80
1.03	Cadd_ Drafting_Base Map	23		40	12			7,621.60			7,621.60
1.04	Re-established existing streets r.o.w.	20			8			3,755.20	-	-	3,755.20
								-	-	-	-
								-	-	-	-
								-			
								-			
								-			
								-	-	-	-
								-			
								-			
								-			
								-			
								-	-	-	-
											-
											-
											-
	CONTINGENCY								-	-	-
999	SUBTOTAL	88	0	40	40	0	0.00	20,056.80	-	-	20,056.80
TOTAL		88	0	40	40	0	0.00	20,056.80	-	-	20,056.80

Note: Dos Logistics Inc. will only charge to Hidalgo County Precinct #4 the Total amount for Surveying Services for $ 20,000.00

.

Printed 6/15/2016 at 10:12 AM

DOS Logistics
Brushline Road Paving Improvements

		Principal	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	Senior Designer Tech	Engineer Tech.	Cadd Operator	Admin / Clerical	Project Inspector V	Project Inspector I	PUBLIC Involment / Outreach
	Contracted Rates	$ 249.00	$ 220.00	$ 200.00	$ 170.00	$ 149.00	$ 79.00	$ 86.00	$ 80.00	$ 65.00	$ 58.00	$ 76.00	$ 71.00	$ 124.00
TASK 145	PROJECT MANAGEMENT/ADMINISTRATION													
	TASK 145.01 - PROJECT MANAGEMENT AND COORDINATION													
	A) Coordinate, Execute and Administer Work Authorization													
	B) Progress Reports and Invoices													
	C) Record Keeping and File Management				4	4								
	D) Correspondence													
	E) Meetings (Hidalgo County, Utility Companies)				8	8								
	TASK 145 SUBTOTAL	0	0	0	12	12	0	0	0	0	0	0	0	0
TASK 160														
	TASK 160.1 - DESIGN CRITERIA COORDINATION													
	PS&E				8	12		16						
	TASK 160.1 SUBTOTAL	0	0	0	8	12	0	16	0	0	0	0	0	0
	TASK 160.2 - PLAN AND PREPARATION													
	Create Existing Contours				24	24		24						
	Create Preliminary Design				20	20		24						
	Create Proposed Cross Sections				12	20		18						
	Create Existing and Proposed Typical Sections				18	18		28		14				
	Prepare Utilities Sheets				9	20		32		15				
	Prepare E&Q Tables				9	20		18						
	Prepare Details and Standard Sheets				7	22		18						
	WA/QC				5	24		16		15	14			
	Prepare Specification Book													
	TASK 160.2 - SUBTOTAL	0	0	0	104	168.00	0	178	0	44	14	0	0	0
	TASK 160.3 - TOPOGRAPHIC SURVEY													
	Control Points													
	Basis Topographic Survey													
	TASK 160.2 - SUBTOTAL													
	TASK 160 SUBTOTAL	0	0	0	112	180.00	0	194	0	44	14	0	0	0
	TOTAL HOURS (DOS Logistics)	0	0	0	124	192.00	0	194	0	44	14	0	0	0
	Contracted Rates	$ 249.00	$ 220.00	$ 200.00	$ 170.00	$ 149.00	$ 79.00	$ 86.00	$ 80.00	$ 65.00	$ 58.00	$ 76.00	$ 71.00	$ 124.00
	Total Labor Cost				$21,080.00	$28,608.00		$16,684.00	$0.00	$2,860.00	$812.00	$0		$0
	Total		$70,044.00											
	Engineering (7.00%)		$70,044.00											

GEOTECH NOT INCLUDED

Note: Dos Logistics Inc. will only charge to Hidalgo County Precinct #4 the Total amount for Engineering Services for $ 70,000.00

Brush Line Road Improvements
Phase I

Engineering Schedule Summary	Duration Days	2016			
		June	July	August	September
Survey and Topographic Work	21				
Utility Coordination	30				
Preliminary Engineering	14				
Executive Design Plans	21				
QA/QC	14				

DOS LOGISTICS INC 6/8/2016

EXHIBIT "D"
COST PROPOSAL

Brushline RD Paving Improvements Phase I		
Construction Cost		$1,000,000.00
Basic Engineering Service	7.0%	$70,000.00
Field Design Survey Services	2.0%	$20,000.00
		$90,000.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-65491

Date Filed:
06/03/2016

Date Acknowledged:

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

Dos Logistics, Inc.
Weslaco, TX United States

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

Hidalgo County Precinct 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-15-384-12-08
Civil Engineering for roadway

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NADINE YBARRA
Notary Public, State of Texas
Comm. Expires 04-01-2020
Notary ID 130602908

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Eric Ybarra, this the June day of 3, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Nadine Ybarra — Printed name of officer administering oath | Notary Public, State of Texas — Title of officer administering oath

11. **Budget & Management:**

A. AI-54942 Self-Insured (2202)
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of June 1-15, 2016 in the amount of $46,562.28 and requesting approval of wire transfer.

B. AI-54951 Report and approval of emergency transfers for the period of May 2, 2016 through May 31, 2016.

Purchasing Dept:
Notes:
A. FOR ANY CONTRACTS(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.

12.

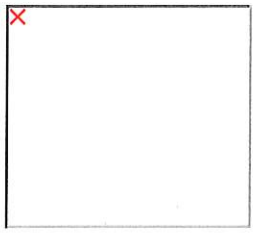
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. AI-55121 Disclosure of funding source [C/O proceeds-Fund 1341] and approval of same [as recommended by Bond Counsel] for the purchase of 2 Kuboda RTVX Utility Rough Terrain Vehicles for Pct. #4 through processed and approved PO#743683 issued to Amigo Power Equipment and subject to compliance with HB23 or HB1295 when and if applicable.

B. AI-55056 1. Acceptance and approval of **Work Authorization No. 1** with an estimated cost of **($ 90,000.00)** as submitted by project engineer, **Dos Logistics, Inc.** for the purposes of Engineering Services for: **Brushline Road Improvements (North Mile 22.5 Street to FM 490)** within **Hidalgo County Precinct No. 4**, in connection to (on call) agreement **#C-15-384-12-08.**

APPROVED

- Pursuant to **Section 12** of the "professional engineering services" agreement **#C-15-384-12-08** with **Dos Logistics, Inc**. is requesting approval to engage the services of **Sub-Contractor (JCS Engineering and Surveying)** under **WA#1** with adherence to insurance provisions required by said article;



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

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2016 Intradepartmental transfers:**

   A. AI-55131 2016 - Justice Court Tech Fund (1242)

   B. AI-55137 2016 - District Attorney's Office (1100)

   C. AI-55128 2016 - District Attorney's Office (1281)

   D. AI-55118 2016 - Co Wide Adm (1100)

   E. AI-55110 2016 - Pct. 1 Sanitation (1100)

Zimbra **leticia.saenz@co.hidalgo.tx.us**

PCT 4 Request to Terminate On Call Engineering Contract

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Oct 27, 2016 03:52 PM

Subject : PCT 4 Request to Terminate On Call Engineering Contract

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Jose Luis Caso <jose.caso@co.hidalgo.tx.us>, Nick Perez <nick.perez@co.hidalgo.tx.us>

Good Afternoon Letty,

As discussed, Precinct 4 would like to terminate the On Call Contract for DOS Logistics, Inc. C-15-384-12-08 and any open work authorizations as well (WA #1 Brushline Road AI-55056 approved 6/20/16). If you could please assist us with this and place an item on the agenda for November 15th, we would greatly appreciate it.

Should you have any questions please let me know, thank you!

Respectfully,

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

AI-57152 **Purchasing Department** **20. D. 2.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the Sixty (60) Day grace period extension with KALIFA'S WESTERN WEAR for the purchase of "STRAW HATS" for HIDALGO COUNTY (all funding sources) "on an as needed basis" (under the same rates, terms and conditions), expiring, 1/04/17 or (upon completion of the procurement process which ever comes first) so as to have no lapse in service.

BACKGROUND

60-Day Extension - Kalifa's Western Wear-Hid Co

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-605

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

BUDGETARY IMPACT:

Funding to be identified as needed.

Attachments

60-Day Extension-Kalifa's Western Wear - HC (Straw Hats)

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	11/03/2016 09:13 AM
Budget & Management	Veronica Ortiz	11/03/2016 09:20 AM
Merlen P. Munoz	Merlen P. Munoz	11/03/2016 10:02 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Letty Saenz		Started On: 10/31/2016 08:42 AM
Final Approval Date: 11/10/2016		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 28, 2016

Abdala Kalifa, President via email: KALIFA7@AOL.COM
KALIFA'S WESTERN WEAR, INC.
209 South 16th Street
McAllen, Texas 78501
P (956) 687-5392 C (956) 457-6635 F (956) 630-4524

Re: HB Form 1295 Required/SIXTY (60) DAY Extension Notice
Contract# C-15-282-09-15-STRAW HATS for HIDALGO COUNTY

Dear Mr. Kalifa:

Be advised, that County has chosen the option to exercise the **SIXTY (60) DAY** grace period, **under the same rates, terms and conditions** with **"STRAW HATS"** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **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.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. C-15-282-09-15**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project on the next **Commissioners Court**, the signed notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Wednesday, November 2, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: Abdala Kalifa Date: 10-31-16
Abdala Kalifa, President

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,
Martha L. Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-130959

Date Filed:
10/31/2016

Date Acknowledged:

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

Kalifa's Western Wear, Inc.
McAllen, TX United States

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

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-15-282-09-15
Straw Hats

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

REYNA REYNOSO
Notary Public, State of Texas
My Commission Expires
December 02, 2018

Abdala Kalifa
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Abdala Kalifa, this the 31st day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Reyna Reynoso	Notary Public

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-130959

Date Filed:
10/31/2016

Date Acknowledged:
11/01/2016

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

Kalifa's Western Wear, Inc.
McAllen, TX United States

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

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-15-282-09-15
Straw Hats

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2016

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	CONTACT NAME: Ruben Garza
Lone Star Insurance Services, Inc. P. O. Box 3988 McAllen TX 78502	PHONE (A/C, No, Ext): 956-682-1722 FAX (A/C, No): 956-682-1742 E-MAIL ADDRESS: garzar@lonestar-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Charter Oak Fire Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Kalifa's Western Wear, Inc.
209 S. 16th Street
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER:	Y	N	I-660-5F588871-COF-16	02/03/2016	02/03/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ 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	$ $ $
A	Property - Special Coverage (220 S. Bicentennial, McAllen, TX.			I-660-5F588871-COF-16	02/03/2016	02/03/2017	$1,056,407.00 - Building	

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Business Hwy 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

Maria Zuniga

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Ruben Garza
Lone Star Insurance Services, Inc. P.O. Box 3988 McAllen TX 78502	PHONE (A/C, No, Ext): 956-682-1722 FAX (A/C, No): 956-682-1742 E-MAIL ADDRESS: garzar@lonestar-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company	
INSURER B : Charter Oak Fire Insurance Co.	
INSURER C : Hartford Accident and Indemnity Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kalifa's Western Wear, Inc.
209 S. 16th Street
McAllen, TX 78501

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☑ PRIMARY & CONTRIBUTOR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER:	Y	N	I-660-5F588871-COF-15	02/03/2016	02/03/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CUP-SF591156	02/03/2016	02/03/2017	EACH OCCURRENCE AGGREGATE $	$ 5,000,000.00 $ 5,000,000.00 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		65WBCAN4977	02/03/2016	02/03/2017	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000.00 $ 500,000.00 $ 500,000.00

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 South Business HWY 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FILED
AT 3:00 O'CLOCK P M
SEP 17 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

REQUIREMENTS AGREEMENT
C-15-282-09-15

THIS AGREEMENT (the "Agreement") is entered into effective as of the **15th** day of **September, 2015** by and between **KALIFA'S WESTERN WEAR, INC.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"PURCHASE** of **STRAW HATS" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFSQ") for a period of **one (1) year**;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year** term. 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 **December 6, 2015** and expire on **December 5, 2016** and it is agreed that the Products will meet the Specifications in the Request for Sealed Quotes (RFSQ) 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 Seller 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
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller: **Kalifa's Western Wear, Inc.**
Attn: Abdala Kalifa, President
209 South 16th Street
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 addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Seller shall provide, to the extend 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 does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: **September 15**, *2015*

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 9/15/15

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
KALIFA'S WESTERN WEAR, INC.

By: _____
Printed Name: Abdala Kalifa
Title: President

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

August 18, 2015

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Seals Quotes -**"PURCHASE OF STRAW HATS "**
RFSQ Bid No: 2015-282-09-08-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4860.

Sincerely,

Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR SEALED QUOTES (RFSQ)

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HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO: 2015-282-09-08-SGS

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The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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,

Sandy Suarez, Buyer II

August 18, 2015
Date

RFSQ No: 2015-282-09-08-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

OPENING DATE:
September 08, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **"- HIDALGO COUNTY PURCHASE OF STRAW HATS"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RSFQs are required with the Participants 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: **"RFSQ NO.: 2015-282-09-08-SGS-HIDALGO COUNTY-PURCHASE OF STRAW HATS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Tuesday, September 08, 2015.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs 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 RFSQ NO.: 2015-282-09-08-SGS.

Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs 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 RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all RFSQs and re-advertise.

5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**

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 RFSQs including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ 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 Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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 Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number and contract number (if any)
  d) Notation-**"HIDALGO COUNTY-PURCHASE OF STRAW HATS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

RFSQ Opening 9:30 A.M.	**September 08, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~If the contract proposed is for the construction of public works or is for a contract 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.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice,

investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or RFSQ awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFSQs, 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 Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;

- 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 Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful participant 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 participant, or of any agent, employee, subcontractor or supplier of successful participant 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 participant 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 participant'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 participant.

28. Successful participant 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 Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant 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 participant 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.

Request for Seal Quote
for
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"

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 participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Purchase of Straw Hats"
RFSQ No.:2015-282-09-08-SGS

PROJECT OVERVIEW:
Hidalgo County is requesting sealed quotes for an annual contract for "*PURCHASE OF STRAW HATS*" on an as needed basis, but in no event to exceed the $50,000.00 (per year) statutory bid limit including, but not limited to the following:

I. GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is to receive pamphlets or Catalogues enclosed in Bid responses.

3. All Straw Hats must be **new** and unused.

4. This contract is to be used by any Hidalgo County Law Enforcement Officer.

5. Prices must be firm for the entire contract period and each consecutive contract period.

6. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

II. SPECIFICATIONS: All hats must match officer hats presently in services.

STETSONS STRAW HATS (equal or better)

STYLE:	Rancher
MATERIAL:	Genuine Shantung Panama
COLOR	Natural
CROWN HEIGHT	4 ¾" , 5"
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10X
TYPE:	Round and Regular Oval
BRIM:	3.5 and 4"
CROWN EYELETS:	3 Eyelets on Both Sides
HAT BAND:	Black two cord
STOCK SIZES:	All hats shall be available in regular, wide oval, long oval or extra long oval shape in sizes: 6 ½ " thru 7 ⅞"
MADE:	U.S.A.
PACKAGING:	Hats are to be shipped in individual boxes of sufficient strength to withstand transportation by common carrier and to assure carrier and to assure safe arrival at the delivery point. All hat boxes will have makings on the exterior indicating the hat size (This does not apply to local vendors).

TERMS & CONDITIONS:

1. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

2. All RFSQ prices for items shall take into consideration shipping and handling costs.

3. Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

4. The initial contract term for this project will be for one (1) year with the County's option to extend 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.

5. Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.

6. The Insurance Requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors if the County determines it is in its best interest to do so.

8. Award the contract to the responsible participant who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible participants summit the lowest and best, bid will be made to the responsible participant(s) submitting the lowest bid prices for the item(s) as specified.

9. 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 be cancellation

10. Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.

III. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor 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"

Specifications/Requirements
Hidalgo County
"Purchase of Straw Hats"
RFSQ No.:2015-282-09-08-SGS

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFSQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Sandy Suarez, Buyer II, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than, **Monday, August 31, 2015 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Wednesday, September 02, 2015 by 5:00 p.m.**

EXHIBIT "B"

RFSQ Page

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

RFSQ NO. 2015-282-09-08-SGS

***NOTE:** THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COST

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTION	UNIT PRICE
STRAW HATS	$_____

Specify Any Comments or Deviation:_____

_____

_____

_____

_____

EXHIBIT "B"

RFSQ Page

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

RFSQ NO. 2015-282-09-08-SGS

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.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or 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** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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 (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. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/20/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP or RFQ is to be subcontracted with Certified HUB sources? : _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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"

RFSQ Page

HIDALGO COUNTY

"PURCHASE OF STRAW HATS"

RFSQ NO. 2015-282-09-08-SGS

***NOTE: THE QUOTE PRICE SHOULD INCLUDE ANY ADDITIONAL COST

Internal use only: NIGP Commodity Code: 201-46 (Hats, straw)

DESCRIPTION	UNIT PRICE
STRAW HATS	$ 67.50

Specify Any Comments or Deviation: _____

_____

_____

_____

_____

EXHIBIT "B"

RFSQ Page
HIDALGO COUNTY
"PURCHASE OF STRAW HATS"
RFSQ NO. 2015-282-09-08-SGS

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.

COMPANY NAME: KALIFA'S Western Wear, Inc.

ADDRESS: 209 S. 16Th. ST.

CITY/STATE/ZIP: McAllen, Texas 78501

PHONE NUMBER: (956) 687-5392

FAX NUMBER: (956) 630-4524

CELL NUMBER: (956) 457-6635

CONTACT PERSON: ABDALA KALIFA

E-MAIL ADDRESS: KALIFA7@AOL.COM

AUTHORIZED SIGNATURE: Abdala Kalifa

TITLE: President

DATE: 08-26-15

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lone Star Insurance Services, Inc.
P.O. Box 3988
McAllen TX 78502

CONTACT NAME: Ruben Garza
PHONE (A/C, No, Ext): 956-682-1722 FAX (A/C, No): 956-682-1742
E-MAIL ADDRESS: garzar@lonestar-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Company	
INSURER B: Charter Oak Fire Insurance Co.	
INSURER C: Hartford Accident and Indemnity Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kallfa's Western Wear, Inc.
209 S. 16th Street
McAllen, TX 78501

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 ☐ CLAIMS-MADE ☑ OCCUR ☑ PRIMARY & CONTRIBUTOR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER:	Y	N	I-660-5F588871-COF-15	02/03/2015	02/03/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS			CUP-SF591156	02/03/2015	02/03/2016	EACH OCCURRENCE AGGREGATE $	$ 5,000,000.00 $ 5,000,000.00 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		65WBCAN4977	02/03/2015	02/03/2016	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000.00 $ 500,000.00 $ 500,000.00

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

CERTIFICATE HOLDER
Hidalgo County Purchasing Dept
2802 South Business HWY 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
Milba Luna

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KALIF-1 OP ID: DG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ronnie Cantu Insurance 618 West Ferguson Pharr, TX 78577 Ronnie Cantu-CL/GSM Insurors	CONTACT NAME: Ronnie Cantu-CL/GSM Insurors PHONE (A/C, No, Ext): 956-787-8539 FAX (A/C, No): 956-787-4722 E-MAIL ADDRESS:
INSURED Kalifa's Western Wear, Inc 209 S 16th St McAllen, TX 78501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allstate County Mutual INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			648653436	10/12/2014	10/12/2015	BODILY INJURY (Per person)	$ 250,000
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	$ 100,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2010 Toyota Sequoia SUV STDYYSG12AS026718
2012 Mercedes-B S550 WDDNG7DB0CA467929

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept.
2812 S Highway Bux 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
Ronnie Cantu-CL/GSM Insurors

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AI-57227 **Purchasing Department** **20. D. 3.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to action taken on 10/25/16 under AI-57026, requesting to amend contract #C-16-321-10-04 with Rigney Construction & Development, LLC from 60 calendar days to 45 consecutive calendar days.

BACKGROUND

Fiscal Impact

Attachments

Amendment
1295
Legal's Approval
Contract executed

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/07/2016 04:46 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Tanya Delira Started On: 11/07/2016 08:43 AM

Final Approval Date: 11/10/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDEDMENT TO
CONSTRUCTION CONTRACT
C-16-321-10-04

This AMENDMENT to CONSTRUCTION CONTRACT between THE COUNTY OF HIDALGO, TEXAS and RIGNEY CONSTRUCTION & DEVELOPMENT, LLC, a Texas Corporation, effective the 4TH day of OCTOBER, 2016, is made between the parties, as follows:

WHEREAS, on October 4, 2016, Hidalgo County (the "Owner") entered into a Construction Agreement (the "Agreement") with RIGNEY CONSTRUCTION & DEVELOPMENT, LLC (the "Contractor"), in which the Contractor would provide "Construction Services" for "Building Renovation on "M" Road Building" located within Hidalgo County Precinct No. 4 as described in the Agreement;

WHEREAS, Term-is amended to reflect 45 consecutive calendar days thereafter and NOT 60 calendar days thereafter and Contractor and County now desires to amend the Construction Agreement to accept the revised term as amended to the agreement;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree to the following amendment to the Contract:

1. Term- 60 calendar days thereafter is hereby deleted in its entirety and is replaced with 45 consecutive calendar days thereafter;

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Contractor and Owner ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

RIGNEY CONSTRUCTION & DEVELOPMENT, LLC

By: _____

Printed Name: John Rigney

Title: President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-133294

Date Filed:
11/07/2016

Date Acknowledged:
11/07/2016

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

Rigney Construction & Development, LLC
Edinburg, TX United States

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

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-321-10-04
Amendment #1 - Building Renovations at Hidalgo County Precinct 4 M Road Building

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **tanya.delira@co.hidalgo.tx.us**

RE: Message from "RNP00267387E6A6"

From : Steve Crain <scrain@atlashall.com> Fri, Nov 04, 2016 03:32 PM
Subject : RE: Message from "RNP00267387E6A6"
To : 'Tanya De Lira' <tanya.delira@co.hidalgo.tx.us>

The amendment is OK.

-----Original Message-----
From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, November 04, 2016 1:48 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Message from "RNP00267387E6A6"

Mr. Crain, attached please find the draft amendment for your review/comment/modification and/or recommendation.

Thank Yuo

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
Sent: Friday, November 4, 2016 1:45:29 PM
Subject: RE: Message from "RNP00267387E6A6"

It appears we will have to amend the agreement.

-----Original Message-----
From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, November 04, 2016 1:16 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Message from "RNP00267387E6A6"

Mr. Crain, attached please find the general conditions.

Thank You.

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
Sent: Friday, November 4, 2016 11:53:17 AM
Subject: RE: Message from "RNP00267387E6A6"

I need to see the General Conditions. I do not think an amendment is correct. The General Conditions will answer the question.

-----Original Message-----
From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, November 04, 2016 9:24 AM
To: scrain@atlashall.com
Subject: Fwd: Message from "RNP00267387E6A6"

Mr. Crain, attached please find a copy of the contract and addendum for the Building Renovation on "M" Road for Pct. 4. Contract should have stated 45 calendar days instead of 60 calendar days. Will an amendment suffice to clarify the days.

Please advice.

Thank You

Tanya De Lira, Buyer III

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
O 956 292 7000 x 4878
F 956 292 7612

----- Forwarded Message -----
From: purchasing@co.hidalgo.tx.us
To: "Tanya De Lira" <tanya.delira@co.hidalgo.tx.us>
Sent: Friday, November 4, 2016 8:18:45 AM
Subject: Message from "RNP00267387E6A6"

This E-mail was sent from "RNP00267387E6A6" (MP C4503).

Scan Date: 11.04.2016 09:18:44 (-0400)
Queries to: purchasing@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-16-321-10-04

This Agreement, entered into this **4th** day of **October**, **2016** by and between Hidalgo County (hereinafter called the "OWNER," and, **Rigney Construction & Development, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

BUILDING RENOVATIONS ON "M" ROAD BUILDING

Hereinafter called the project, for the sum of **One Hundred Thirty Two Thousand Dollars and 00 Cents ($132,000.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Hallf Associates**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **60 calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **Two Hundred Fifty Dollars and 00 Cents ($250.00)** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **October 4th, 2016.**

CONTRACTOR: John Rigney, President
Print Name & Title: John Rigney
Name of Firm: Rigney Construction & Development, LLC
Address: 7011 N. Seminary Rd.
(956) 381-6916
Fed I.D. #/SS #: 22-2084362

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

BY: _____
Steve L. Crain

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

APPROVED BY COMMISSIONERS' COURT ON: 10/25/16

AI-57153 **Purchasing Department** **20. E. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to purchase five (5) 2017 vehicles for the Hidalgo County HIDTA Task Force Dept. [thru our membership/participation with Buy Board contract #430-13 & H-GAC #VE11-15] from awarded vendors Cowboy Chrysler/Dodge & Caldwell Chevrolet respectively through submitted Requisition #s 307853 & 307855.

BACKGROUND

307853 Cowboy Chrysler Dodge Jeep (1) 2017 Jeep Cherokee $27,465.25
307853 Cowboy Chrysler Dodge Jeep (1) 2017 RAM 1500 Regular Cab $28,546.95
307853 Cowboy Chrysler Dodge Jeep (1) 2017 Dodge Durango SSV $28,032.25
Buy Board Administrative Fee of $400.00
Total of requisition $84,444.45

307855 Caldwell Country Chevrolet (1) 2017 Chevrolet Impala $25,425.00
307855 Caldwell Country Chevrolet (1) 2017 Chevrolet 1500 Silverado 4x2 Crew Cab $29,336.00
H-GAC Order Processing Charge $600.00
Total of requisition $55,361.00

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1254-412-00-270-014-0-752

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

BUDGETARY IMPACT:

Req #307853 for Cowboy Motor Co. & Req #307855 for Caldwell Country Chevrolet, funds available as of 11-3-16.

Attachments

BuyBoard 2017 Dodge Durango
BuyBoard 2017 Jeep Cherokee
BuyBoard 2017 RAM 1500 Regular Cab
Cowboy Motor Sam.gov
Cowboy Motor HB 1295 form

HGAC 2017 Chevrolet 1500 Silverado 4X2
HGAC 2017 Chevrolet Impala
Caldwell Automotive Sam.gov
Caldwell HB 1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2016 09:19 AM
Budget & Management	Veronica Ortiz	11/03/2016 09:21 AM
Ivan Cantu	Ivan Cantu	11/03/2016 10:08 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Matilde Faz		Started On: 10/31/2016 10:09 AM
Final Approval Date: 11/10/2016		

Requisition

Req # 00307853

PO #

Date: 10/13/16

Regular
AI-57153
11/15/16

Bill To: x
x

Vendor : 428108

COWBOY MOTOR COMPANY LC
COWBOY CHRYSLER DODGE JEEP RAM
P.O. BOX 905
SILSBEE TX 77656
FAX (409)895-3884

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: JUAN SIFUENTES
956-381-0444

Contract No: BUYBOARD 430-13

Special Instructions:
248

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD #430-13 EXPIRES 11/30/2016		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO 2017 JEEP CHEROKEE (CODE PW7) WHITE EXTERIOR; CLOTH LOW BACK BUCKET SEATS, FACTORY ALUMINUM WHEELS, CLOTH SEATING AND CARPET, POWER WINDOWS & LOCKS CRUISE CONTROL	20,409.00	20,409.00
1.00	EACH	CO UPGRADE TO GRAND CHEROKEE (CODE WKTH74), 4X2 LAREDO 3.6L V6, 8 SPD AUTO TRANS	6,260.00	6,260.00
455.00	MILE	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ $1.75	1.75	796.25
1.00	EACH	CO 2017 RAM 1500 REGULAR CAB TRADESMAN, BLACK EXTERIOR, CLOTH 40/20/40 SEATING (BLACK), 5.7L V8 HEMI 8 SPD AUTO TRANS	19,291.00	19,291.00
1.00	EACH	CO PUBLIHSED OPTIONS (CODE DS1L98) CREW TRANSMAN 4X2,	5,588.00	5,588.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE EZH) 5.7L V8 HEMI	1,150.00	1,150.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE DFK) 8SPD AUTO TRANS	500.00	500.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE AED) CHROME APPREARANCE GR, CHROME BUMPERS AND ALUMINUM WHEELS	559.00	559.00
1.00	EACH	CO PUBLISHED OPERATIONS (CODE AJY) POPULAR EQ GROUP REQUIRED WITH CLOTH SEATING, CARPET, KEY FOBS	662.70	662.70
455.00	MILE	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ 1.75/MILE	1.75	796.25
1.00	EACH	CO 2017 DODGE DURANGO SSV, GRANITE METALLIC CLEARCOAT, BLACK LOW BACK BUCKET, CLOTH SEATING, POWER WINDOWS, LOCKS AND CRUISE CONTROL, CARPET, ALUMINUM WHEELS	24,421.00	24,421.00
1.00	EACH	CO (CODE 25X) 5.7L V8 HEM 1/8 SPD AUTO TRANS	2,815.00	2,815.00
455.00	EACH	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ $1.75/MILE	1.75	796.25
1.00	EACH	CO BUYBOARD ADMINISTRATIVE FEE ($400 PER PURCHASE ORDER)	400.00	400.00
		Account No	Encumbrance	
		6-1254-412-00-270-014-0-752	84,444.45	
			Freight	.00
			Total	84,444.45

Authorized By: _____

307853

BUYBOARD #430-13
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT

VENDOR: COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 77656

End User: HIDALGO COUNTY
Contact: MICHAEL PEREZ
Phone/email: 956-381-0444 / mperez@hidtaskforce.us
Product Description: DODGE DURANGO SSV

Cowboy Rep: JARROD RUNNELS
Phone/email: 409-895-3858 cell 409-749-9556
Date: Tuesday, October 04, 2016

A. Bid Series: 56

A. Base Price: $ 24,421.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
25X	5.7L V8 HEMI/8 SPD AUTO TRANS	$ 2,815.00			
	2017 DODGE DURANGO SSV				
	GRANITE METALLIC CLEARCOAT				
	BLACK LOW BACK BUCKET				
	CLOTH SEATING, POWER WINDOWS				
	LOCKS AND CRUISE CONTROL				
	CARPET				
	ALUMINUM WHEELS				

Total of B. Published Options: $ 2,815.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	
I.	**Contract Price Adjustment:**	
J.	**Additional Delivery Charge:** 455 miles @ $1.75	$ 796.25
K.	**Subtotal:**	$ 28,032.25
L.	**Quantity Ordered** 1 x K =	$ 28,032.25
M.	**Trade in:**	
N.	**BUYBOARD Administrative Fee ($400 per purchase order)**	$ 400.00
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE** Approved 10/06/16 Juan Salinas	$ 28,432.25

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Cowboy Dodge
Address:	1305 Hwy 96 BYP Silsbee, TX 77656
Phone Number:	(409) 895-3858
Email:	fleetsales@outlook.com
Website:	http://www.cowboychryslerdodgejeeptexas.com
Federal ID:	45-0545265
Contact:	Jarrod Runnels
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliver fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of inspection, manufacturer destination fees, etc.) charged for any purchase from this contrac included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	25% restocking fee during first 30 days

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:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Cowboy Dodge	Jeep Wrangler (JKJL72) Sport Utility. Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 66	N/A	$19,991.00		Add Show Details
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	N/A	$19,291.00		Add Show Details
Cowboy Dodge	Dodge Ram Tradesman 2500 (DJ2L62) Full Size Pickup. ST Base Model, 3/4 ton, regular cab, 4x2, 5.7L V8, automatic, complete with all manufacturer's standard equipment. Line Item 59.	N/A	$20,987.00		Add Show Details
Cowboy Dodge	Dodge RAM Tradesman 3500 (D23L62) Full Size Pickup. ST Base model, 1 ton, regular cab, 4x2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment. Line Item 60	N/A	$21,588.00		Add Show Details
Cowboy Dodge	Jeep Patriot (MKTE74) Sport Utility. Base model, 2.4L I4 DOHC 16V with A/C, complete with all manufacturer's standard equipment. Line Item 67.	N/A	$15,013.00		Add Show Details
Cowboy Dodge	Dodge Grand Caravan (RTKH53) Passenger Van. SE Base model, 3.6L V6 automatic, rear A/C, complete with all manufacturer's standard equipment. Line Item 52	N/A	$19,991.00		Add Show Details
Cowboy Dodge	Hourly Labor Rate for Repair/Service of Chrysler, Dodge, Jeep Vehicles	N/A	$70.00		Add Show Details
Cowboy Dodge	Jeep Grand Cherokee Laredo (WKTH74) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, 4x2, complete with all manufacturer's standard equipment. Line Item 65A	N/A	$24,824.00		Add Show Details
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	N/A	$24,421.00	1	Add Hide Details

Extended Product Information

Reference Number: 430-13
Part Number: Durango
Unit Measure: EA
Vendor Website: http://www.cowboychryslerdodgejeeptexas.com
Full Description: Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56

Cowboy Dodge	Dodge Durango (WDDL75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 55	N/A	$24,042.00		Add Show Details
Cowboy Dodge	Per Mile Delivery Fee for Vehicles. Line Item 75	N/A	$1.75		Add Show Details
Cowboy Dodge	Jeep Compass (MKTE49) Sport Utility. Base model, 2.4L I4 DOHC 16V, continuously variable transmission, complete with all manufacturer's standard equipment. Line Item 68	N/A	$16,861.00		Add Show Details
Cowboy Dodge	Chrysler 300 Sedan (LXCH48). Base sedan model, 3.6L, V6, automatic, complete with all manufacturer's standard equipment. Line Item 45	N/A	$24,427.00		Add Show Details

COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Configuration Preview

Date Printed: 2016-10-03 11:25 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 48885 Building Prcurement Comm Texas
FAN 2:
Client Code:
Bid Number: TB7092
PO Number:

Sold to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Ship to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Vehicle: **2017 DURANGO SPECIAL SERVICE RWD (WDDE75)**

	Sales Code	Description	MSRP(USD)
Model:	WDDE75	DURANGO SPECIAL SERVICE RWD	31,595
Package:	25X	Customer Preferred Package 25X	0
	EZH	5.7L V8 HEMI MDS VVT Engine	2,995
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	0
Paint/Seat/Trim:	PSC	Billet Metallic Clear Coat	0
	APA	Monotone Paint	0
	*K7	Cloth Low-Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	AHX	Trailer Tow Group IV	695
	XAC	ParkView(TM) Rear Back-up Camera	1,095
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	163	Zone 63-Dallas	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB7092	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			995
		Total Price:	37,375

56
24421

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address:
USA
Instructions:

PSP Month/Week:
Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total	
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	Ram Tradesman Pickup	$19,291.00	1	$19,291.00	Remove Show Details
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	Durango	$24,421.00	1	$24,421.00	Remove Show Details
Cowboy Dodge	Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.	Cherokee	$20,409.00	1	$20,409.00	Remove Show Details

Grand Total: $64,121.00

Empty Cart | Print | View Shopping Cart Report

Contact us 800-695-2919

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	Ram Tradesman Pickup	$19,291.00	1	$19,291.00
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	Durango	$24,421.00	1	$24,421.00
Cowboy Dodge	Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.	Cherokee	$20,409.00	1	$20,409.00
				Grand Total:	**$64,121.00**

Requisition

Req # 00307853

PO #

Date: 10/13/16

Regular
AI-57153
11/15/16

Bill To: x
x

Vendor : 428108

COWBOY MOTOR COMPANY LC
COWBOY CHRYSLER DODGE JEEP RAM
P.O. BOX 905
SILSBEE TX 77656
FAX (409)895-3884

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: JUAN SIFUENTES
956-381-0444

Contract No: BUYBOARD 430-13

Special Instructions:
248

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD #430-13 EXPIRES 11/30/2016		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO 2017 JEEP CHEROKEE (CODE PW7) WHITE EXTERIOR; CLOTH LOW BACK BUCKET SEATS, FACTORY ALUMINUM WHEELS, CLOTH SEATING AND CARPET, POWER WINDOWS & LOCKS CRUISE CONTROL	20,409.00	20,409.00
1.00	EACH	CO UPGRADE TO GRAND CHEROKEE (CODE WKTH74), 4X2 LAREDO 3.6L V6, 8 SPD AUTO TRANS	6,260.00	6,260.00
455.00	MILE	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ $1.75	1.75	796.25
1.00	EACH	CO 2017 RAM 1500 REGULAR CAB TRADESMAN, BLACK EXTERIOR, CLOTH 40/20/40 SEATING (BLACK), 5.7L V8 HEMI 8 SPD AUTO TRANS	19,291.00	19,291.00
1.00	EACH	CO PUBLIHSED OPTIONS (CODE DS1L98) CREW TRANSMAN 4X2,	5,588.00	5,588.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE EZH) 5.7L V8 HEMI	1,150.00	1,150.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE DFK) 8SPD AUTO TRANS	500.00	500.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE AED) CHROME APPREARANCE GR, CHROME BUMPERS AND ALUMINUM WHEELS	559.00	559.00
1.00	EACH	CO PUBLISHED OPERATIONS (CODE AJY) POPULAR EQ GROUP REQUIRED WITH CLOTH SEATING, CARPET, KEY FOBS	662.70	662.70
455.00	MILE	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ 1.75/MILE	1.75	796.25
1.00	EACH	CO 2017 DODGE DURANGO SSV, GRANITE METALLIC CLEARCOAT, BLACK LOW BACK BUCKET, CLOTH SEATING, POWER WINDOWS, LOCKS AND CRUISE CONTROL, CARPET, ALUMINUM WHEELS	24,421.00	24,421.00
1.00	EACH	CO (CODE 25X) 5.7L V8 HEM 1/8 SPD AUTO TRANS	2,815.00	2,815.00
455.00	EACH	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ $1.75/MILE	1.75	796.25
1.00	EACH	CO BUYBOARD ADMINISTRATIVE FEE ($400 PER PURCHASE ORDER)	400.00	400.00
		Account No	Encumbrance	
		6-1254-412-00-270-014-0-752	84,444.45	
			Freight	.00
			Total	84,444.45

Authorized By: _____

307853

BUYBOARD #430-13
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT

VENDOR: COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 77656

End User: HIDALGO COUNTY
Contact: MICHAEL PEREZ
Phone/email: 956-381-0444 / mperez@hidtataskforce.us
Product Description: JEEP CHEROKEE

Cowboy Rep: JARROD RUNNELS
Phone/email: 409-895-3858 cell 409-749-9556
Date: Tuesday, October 04, 2016

A. Bid Series: 65 **A. Base Price:** $ 20,409.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
WKTH74	UPGRADE TO GRAND CHEROKEE	$ 6,260.00			
	4X2 LAREDO				
	3.6L V6, 8 SPD AUTO TRANS				
PW7	WHITE EXTERIOR				
	CLOTH LOW BACK BUCKET				
	SEATS				
	FACTORY ALUMINUM WHEELS			STANDARD WHEELS ARE THE	
	CLOTH SEATING AND CARPET			ONLY WHEELS AVAILABLE	
	POWER WINDOWS & LOCKS				
	CRUISE CONTROL				

Total of B. Published Options: $ 6,260.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D.	Pre-delivery Inspection:	$ -
E.	Texas State Inspection:	$ -
F.	Manufacturer Destination/Delivery:	$ -
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	
H	Lot Insurance (for in-stock and/or equipped vehicles):	
I.	Contract Price Adjustment:	
J.	Additional Delivery Charge: 455 miles $1.75/mile	$ 796.25
K.	Subtotal:	$ 27,465.25
L.	Quantity Ordered 1 x K =	$ 27,465.25
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order) FEE INCLUDED IN DURANGO QUOTE	$ -
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$ 27,465.25

COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Configuration Preview

Date Printed:	2016-10-05 3:40 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	48885 Building Prcurement Comm Texas
				FAN 2:	
				Client Code:	
				Bid Number:	TB7092
				PO Number:	

Sold to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Ship to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Vehicle: **2017 GRAND CHEROKEE LAREDO 4X2 (WKTH74)**

	Sales Code	Description	MSRP(USD)
Model:	WKTH74	GRAND CHEROKEE LAREDO 4X2	30,295
Package:	2BA	Customer Preferred Package 2BA	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PSC	Billet Silver Metallic Clear Coat	0
	APA	Monotone Paint	0
	*F7	Cloth Low Back Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	163	Zone 63-Dallas	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB7092	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			995
		Total Price:	31,290

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Customer Name:			
Customer Address:			
	USA		
Instructions:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

- All
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Refine Your Search:

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Cowboy Dodge ✓
Address:	1305 Hwy 96 BYP Silsbee, TX 77656
Phone Number:	(409) 895-3858
Email:	fleetsales@outlook.com
Website:	http://www.cowboychryslerdodgejeeptexas.com
Federal ID:	45-0545265
Contact:	Jarrod Runnels
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13 ✓
Effective Date:	12/01/2013
Expiration Date:	11/30/2016 ✓
Service Fee:	Purchase order subject to a $400 service fee ✓
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliver fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of inspection, manufacturer destination fees, etc.) charged for any purchase from this contrac included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	25% restocking fee during first 30 days

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

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Search Results

Search:

All
Vendor Discounts Only
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Refine Your Search:

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Cowboy Dodge	Jeep Wrangler (JKJL72) Sport Utility. Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 66	N/A	$19,991.00		Add Show Details
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	N/A	$19,291.00		Add Show Details
Cowboy Dodge	Dodge Ram Tradesman 2500 (DJ2L62) Full Size Pickup. ST Base Model, 3/4 ton, regular cab, 4x2, 5.7L V8, automatic, complete with all manufacturer's standard equipment. Line Item 59.	N/A	$20,987.00		Add Show Details
Cowboy Dodge	Dodge RAM Tradesman 3500 (D23L62) Full Size Pickup. ST Base model, 1 ton, regular cab, 4x2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment. Line Item 60	N/A	$21,588.00		Add Show Details
Cowboy Dodge	Jeep Patriot (MKTE74) Sport Utility. Base model, 2.4L I4 DOHC 16V with A/C, complete with all manufacturer's standard equipment. Line Item 67.	N/A	$15,013.00		Add Show Details
Cowboy Dodge	Dodge Grand Caravan (RTKH53) Passenger Van. SE Base model, 3.6L V6 automatic, rear A/C, complete with all manufacturer's standard equipment. Line Item 52	N/A	$19,991.00		Add Show Details
Cowboy Dodge	Hourly Labor Rate for Repair/Service of Chrysler, Dodge, Jeep Vehicles	N/A	$70.00		Add Show Details
Cowboy Dodge	Jeep Grand Cherokee Laredo (WKTH74) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, 4x2, complete with all manufacturer's standard equipment. Line Item 65A	N/A	$24,824.00		Add Show Details
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	N/A	$24,421.00		Add Show Details
Cowboy Dodge	Dodge Durango (WDDL75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 55	N/A	$24,042.00		Add Show Details
Cowboy Dodge	Per Mile Delivery Fee for Vehicles. Line Item 75	N/A	$1.75		Add Show Details
Cowboy Dodge	Jeep Compass (MKTE49) Sport Utility. Base model, 2.4L I4 DOHC 16V, continuously variable transmission, complete with all manufacturer's standard equipment. Line Item 68	N/A	$16,861.00		Add Show Details
Cowboy Dodge	Chrysler 300 Sedan (LXCH48). Base sedan model, 3.6L, V6, automatic, complete with all manufacturer's standard equipment. Line Item 45	N/A	$24,427.00		Add Show Details
Cowboy Dodge	Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.	N/A	$20,409.00	1	Add Hide Details

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart

Extended Product Information

Reference Number: 430-13

Part Number: Cherokee

Unit Measure: EA

Vendor Website: http://www.cowboychryslerdodgejeeptexas.com

Full Description: Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.

Cowboy Dodge	Dodge Charger Pursuit-Police Package (LDDE48). Base model, 3.6L V6, complete with all manufacturer's standard equipment. Line Item 50	N/A	$21,191.00		Add Show Details
Cowboy Dodge	Dodge Charger (LDDM48) Sedan. Base model, 3.6L V6, 5 speed automatic, complete with all manufacturer's standard equipment. Line Item 49	N/A	$21,721.00		Add Show Details
Cowboy Dodge	6% Discount Off Cowboy Dodge pricelist for Chrysler, Dodge, Jeep Optional Equipment. Line Item 69	N/A	$0.00		Add Show Details
Cowboy Dodge	3% Discount Off Cowboy Dodge pricelist for Chrysler, Dodge, Jeep Program Vehicles (Lease and/or Pre-Owned). Line Item 70	N/A	$0.00		Add Show Details
Cowboy Dodge	3% Discount Off Cowboy Dodge pricelist for Chrysler, Dodge, Jeep Parts	N/A	$0.00		Add Show Details
Cowboy Dodge	10% Discount Off Cowboy Dodge pricelist for Third Party Chrysler, Dodge, Jeep (not OEM Options). Line Item 71	N/A	$0.00		Add Show Details
Cowboy Dodge	10% Discount Off Cowboy Dodge pricelist for Chrysler, Dodge, Jeep Extended Service Maintenance Agreements	N/A	$0.00		Add Show Details
Cowboy Dodge	Dodge RAM C/V Cargo Van (RTKE53). Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 53	N/A	$19,619.00		Add Show Details
Cowboy Dodge	Dodge Avenger (JSDH41) Mid Size Sedan. Base model, 4-door, 2.4L I4, complete with all manufacturer's standard equipment. Line Item 48	N/A	$15,715.00		Add Show Details

Showing 1 to 23 of 23 entries

First Previous 1 Next Last

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Email: info@buyboard.com

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Vendor	Description	Part Number	Price	Qty	Total	
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	Ram Tradesman Pickup	$19,291.00	1	$19,291.00	Remove Show Details
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	Durango	$24,421.00	1	$24,421.00	Remove Show Details
Cowboy Dodge	Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.	Cherokee	$20,409.00	1	$20,409.00	Remove Show Details

Grand Total: $64,121.00

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Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	Ram Tradesman Pickup	$19,291.00	1	$19,291.00
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	Durango	$24,421.00	1	$24,421.00
Cowboy Dodge	Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.	Cherokee	$20,409.00	1	$20,409.00
				Grand Total:	**$64,121.00**

Requisition

Req # 00307853

PO #

Date: 10/13/16

Regular
AI-57153
11/15/16

Bill To: x
x

Vendor : 428108

COWBOY MOTOR COMPANY LC
COWBOY CHRYSLER DODGE JEEP RAM
P.O. BOX 905
SILSBEE TX 77656
FAX (409)895-3884

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: JUAN SIFUENTES
956-381-0444

Contract No: BUYBOARD 430-13

Special Instructions:
248

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD #430-13 EXPIRES 11/30/2016		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO 2017 JEEP CHEROKEE (CODE PW7) WHITE EXTERIOR; CLOTH LOW BACK BUCKET SEATS, FACTORY ALUMINUM WHEELS, CLOTH SEATING AND CARPET, POWER WINDOWS & LOCKS CRUISE CONTROL	20,409.00	20,409.00
1.00	EACH	CO UPGRADE TO GRAND CHEROKEE (CODE WKTH74), 4X2 LAREDO 3.6L V6, 8 SPD AUTO TRANS	6,260.00	6,260.00
455.00	MILE	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ $1.75	1.75	796.25
1.00	EACH	CO 2017 RAM 1500 REGULAR CAB TRADESMAN, BLACK EXTERIOR, CLOTH 40/20/40 SEATING (BLACK), 5.7L V8 HEMI 8 SPD AUTO TRANS	19,291.00	19,291.00
1.00	EACH	CO PUBLIHSED OPTIONS (CODE DS1L98) CREW TRANSMAN 4X2,	5,588.00	5,588.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE EZH) 5.7L V8 HEMI	1,150.00	1,150.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE DFK) 8SPD AUTO TRANS	500.00	500.00
1.00	EACH	CO PUBLISHED OPTIONS (CODE AED) CHROME APPREARANCE GR, CHROME BUMPERS AND ALUMINUM WHEELS	559.00	559.00
1.00	EACH	CO PUBLISHED OPERATIONS (CODE AJY) POPULAR EQ GROUP REQUIRED WITH CLOTH SEATING, CARPET, KEY FOBS	662.70	662.70
455.00	MILE	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ 1.75/MILE	1.75	796.25
1.00	EACH	CO 2017 DODGE DURANGO SSV, GRANITE METALLIC CLEARCOAT, BLACK LOW BACK BUCKET, CLOTH SEATING, POWER WINDOWS, LOCKS AND CRUISE CONTROL, CARPET, ALUMINUM WHEELS	24,421.00	24,421.00
1.00	EACH	CO (CODE 25X) 5.7L V8 HEM 1/8 SPD AUTO TRANS	2,815.00	2,815.00
455.00	EACH	CO ADDITIONAL DELIVERY CHARGE 455 MILES @ $1.75/MILE	1.75	796.25
1.00	EACH	CO BUYBOARD ADMINISTRATIVE FEE ($400 PER PURCHASE ORDER)	400.00	400.00
		Account No	Encumbrance	
		6-1254-412-00-270-014-0-752	84,444.45	
			Freight	.00
			Total	84,444.45

Authorized By: _____

Req# 0003078553

BUYBOARD #430-13
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT

VENDOR: COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 77656

End User: HIDALGO COUNTY
Contact: MICHAEL PEREZ
Phone/email: 956-381-0444 / mperez@hidtataskforce.us
Product Description: RAM 1500 REGULAR CAB TRADESMAN

Cowboy Rep: JARROD RUNNELS
Phone/email: 409-895-3858 cell 409-749-9556
Date: Wednesday, October 05, 2016

D7180

A. Bid Series: 58 — **A. Base Price:** $ 19,291.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DS1L98	CREW TRADESMAN 4X2	$ 5,588.00		BLACK EXTERIOR	
EZH	5.7L V8 HEMI	$ 1,150.00		CLOTH 40/20/40 SEATING(BLACK)	
DFK	8 SPD AUTO TRANS	$ 500.00		5.7L V8 HEMI 8 SPD AUTO	
AED	CHROME APPREARANCE GR	$ 559.00		TRANS	
	CHROME BUMPERS AND				
	ALUMINUM WHEELS				
AJY	POPULAR EQ GROUP	$ 662.70			
	REQUIRED WITH CLOTH SEATING				
	CARPET, KEY FOBS				

Total of B. Published Options: $ 8,459.70

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D.	Pre-delivery Inspection:	$ -
E.	Texas State Inspection:	$ -
F.	Manufacturer Destination/Delivery:	$ -
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	
H	Lot Insurance (for in-stock and/or equipped vehicles):	
I.	Contract Price Adjustment:	
J.	Additional Delivery Charge: 455 miles $1.75/MILE	$ 796.25
K.	Subtotal:	$ 28,546.95
L.	Quantity Ordered 1 x K =	$ 28,546.95
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order) FEE INCLUDED IN DURANGO QUOTE	$ -
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$ 28,546.95

961224 →

Approved 10/12/16

COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Configuration Preview

Date Printed:	2016-10-05 3:10 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	48885 Building Prcurement Comm Texas
				FAN 2:	
				Client Code:	
				Bid Number:	TB7092
				PO Number:	

Sold to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Ship to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Vehicle: **2017 1500 TRADESMAN CREW CAB 4X2 (140 in WB 5 FT 7 IN box) (DS1L98)**

	Sales Code	Description	MSRP(USD)
Model:	DS1L98	1500 TRADESMAN CREW CAB 4X2 (140 in WB 5 FT 7 IN box)	32,795
Package:	26B	Customer Preferred Package 26B	0
	EZH	5.7L V8 HEMI MDS VVT Engine	1,250
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	500
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	AJY	Popular Equipment Group	705
	AED	Chrome Appearance Group	595
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	163	Zone 63-Dallas	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB7092	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,195
		Total Price:	37,040

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Customer Name:			
Customer Address:			
	USA		
Instructions:			

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Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Cowboy Dodge
Address:	1305 Hwy 96 BYP Silsbee, TX 77656
Phone Number:	(409) 895-3858
Email:	fleetsales@outlook.com
Website:	http://www.cowboychryslerdodgejeeptexas.com
Federal ID:	45-0545265
Contact:	Jarrod Runnels
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliver fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of ' inspection, manufacturer destination fees, etc.) charged for any purchase from this contrac included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members.
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Return Policy:	25% restocking fee during first 30 days

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Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	N/A	$19,291.00	1	Add Hide Details

Extended Product Information

Reference Number: 430-13

Part Number: Ram Tradesman Pickup

Unit Measure: EA

Vendor Website: http://www.cowboychryslerdodgejeeptexas.com

Full Description: Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58

Cowboy Dodge	Dodge Ram Tradesman 2500 (DJ2L62) Full Size Pickup. ST Base Model, 3/4 ton, regular cab, 4x2, 5.7L V8, automatic, complete with all manufacturer's standard equipment. Line Item 59.	N/A	$20,987.00		Add Show Details
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Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	N/A	$24,421.00		Add Show Details
Cowboy Dodge	Dodge Durango (WDDL75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 55	N/A	$24,042.00		Add Show Details
Cowboy Dodge	Per Mile Delivery Fee for Vehicles. Line Item 75	N/A	$1.75		Add Show Details
Cowboy Dodge	Jeep Compass (MKTE49) Sport Utility. Base model, 2.4L I4 DOHC 16V, continuously variable transmission, complete with all manufacturer's standard equipment. Line Item 68	N/A	$16,861.00		Add Show Details
Cowboy Dodge	Chrysler 300 Sedan (LXCH48). Base sedan model, 3.6L, V6, automatic, complete with all manufacturer's standard equipment. Line Item 45	N/A	$24,427.00		Add Show Details

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Vendor	Description	Part Number	Price	Qty	Total	
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	Ram Tradesman Pickup	$19,291.00	1	$19,291.00	Remove Show Details
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	Durango	$24,421.00	1	$24,421.00	Remove Show Details
Cowboy Dodge	Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.	Cherokee	$20,409.00	1	$20,409.00	Remove Show Details
				Grand Total:	**$64,121.00**	

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Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
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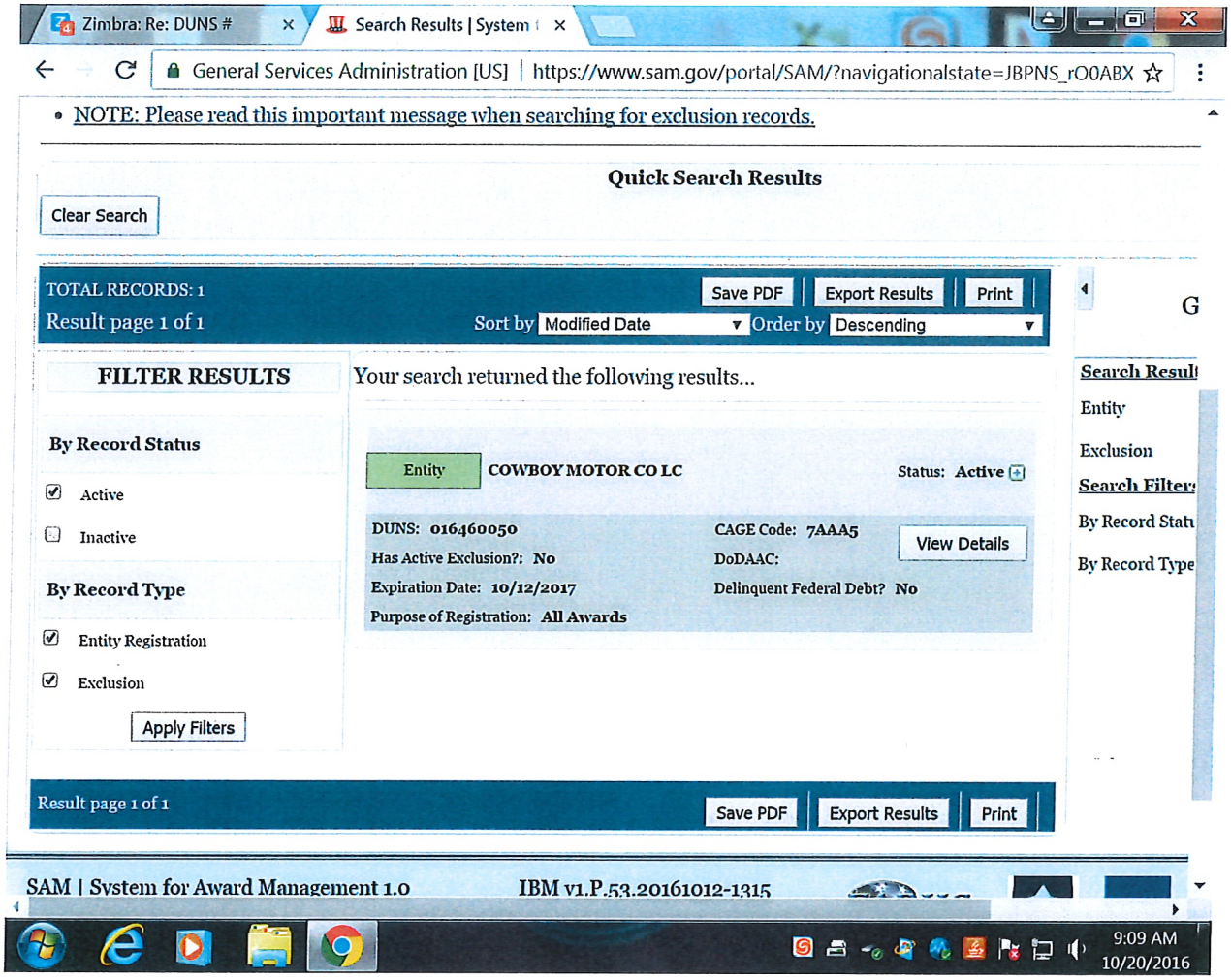
Cowboy Dodge	Dodge Durango Special Service (WDDE75) Sport Utility. Base model, rear wheel drive, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 56	Durango	$24,421.00	1	$24,421.00
Cowboy Dodge	Jeep Cherokee (KLTL74) Sport Utility. Base model, 2.4L engine, complete with all manufacturer's standard equipment. Line Item 65.	Cherokee	$20,409.00	1	$20,409.00
				Grand Total:	**$64,121.00**


Zimbra: Re: DUNS #
Search Results | System
General Services Administration [US] | https://www.sam.gov/portal/SAM/?navigationalstate=JBPNS_rO0ABX
NOTE: Please read this important message when searching for exclusion records.
Quick Search Results
Clear Search
TOTAL RECORDS: 1
Result page 1 of 1
Save PDF
Export Results
Print
Sort by Modified Date
Order by Descending
FILTER RESULTS
By Record Status
Active
Inactive
By Record Type
Entity Registration
Exclusion
Apply Filters
Your search returned the following results...
Entity
COWBOY MOTOR CO LC
Status: Active
DUNS: 016460050
CAGE Code: 7AAA5
Has Active Exclusion?: No
DoDAAC:
Expiration Date: 10/12/2017
Delinquent Federal Debt? No
Purpose of Registration: All Awards
View Details
Search Result
Entity
Exclusion
Search Filters
By Record Statu
By Record Type
Result page 1 of 1
Save PDF
Export Results
Print
SAM | System for Award Management 1.0
IBM v1.P.53.20161012-1315
9:09 AM
10/20/2016

Zimbra: Re: DUNS #
View Details - Entity Ov
General Services Administration [US] | https://www.sam.gov/portal/SAM/?navigationalstate=JBPNS_rO0ABX
SYSTEM FOR AWARD MANAGEMENT
Forgot Username?
Forgot Passw
HOME
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
Entity Dashboard
Entity Overview
Entity Registration
Core Data
Assertions
Reps & Certs
POCs
Exclusions
Active Exclusions
Inactive Exclusions
Excluded Family Members
RETURN TO SEARCH
COWBOY MOTOR CO LC
DUNS: 016460050 CAGE Code: 7AAA5
Status: Active
Expiration Date: 10/12/2017
Purpose of Registration: All Awards
1305 HGWY 96
SILSBEE, TX, 77656 ,
UNITED STATES
Entity Overview
Entity Registration Summary
Name: COWBOY MOTOR CO LC
Business Type: Business or Organization
Last Updated By: Jarrod Runnels
Registration Status: Active
Activation Date: 10/12/2016
Expiration Date: 10/12/2017
Exclusion Summary
Active Exclusion Records? No
9:10 AM
10/20/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-130858

Date Filed:
10/31/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caldwell Country Chevrolet
Caldwell, 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.
2016-370A
Purchase of (2) 2017 vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Way, Stephen	Caldwell, TX United States	X	
Knapp, Averyt	Caldwell, TX United States		X
Hildebrand, Jon	Caldwell, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ADRIENNE MARBLE GATTIS
My Commission Expires
March 31, 2017

Averyt Knapp
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Averyt Knapp, this the 31 day of October, 20 16, to certify which, witness my hand and seal of office.

Adrienne Marble Gattis
Signature of officer administering oath

Adrienne Marble Gattis
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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2016-370A
Purchase of (2) 2017 vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Way, Stephen	Caldwell, TX United States	X	
Knapp, Averyt	Caldwell, TX United States		X
Hildebrand, Jon	Caldwell, 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

Requisition

Req # 00307855

PO #

Date: 10/13/16

Regular
AP-57153
11/15/16

Bill To: x
x

Vendor : 358185
CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: JUAN SIFUENTES
956-381-0444

Contract No: HGAC VE11-15

Special Instructions:
250

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGAC CONTRACT NO. VE11-15 EXPIRES 10/31/2017		
		DO NOT DUPLICATE ORDER		
1.00	EACH	CO 2017 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC 15543, INCL POWER WINDOWS, POWER LOCKS, 17" X 8" ALUMINUM WHEELS, JET BLACK CLOTH INTERIOR	24,434.00	24,434.00
1.00	EACH	CO PUBLISHED OPTIONS 5.3L-V8 L83	1,195.00	1,195.00
1.00	EACH	CO PUBLISHED OPTIONS LT PACKAGE 1LT	2,945.00	2,945.00
-1.00	EACH	CO HGAC PUBLISHED OPTION DISCOUNT	207.00	-207.00
1.00	EACH	CO H-GAC ORDER PROCESSING CHARGE (AMOUNT PER CURRENT POLICY)	600.00	600.00
340.00	MILE	CO DELIVERY (340 MILES @ $2.85)	2.85	969.00
		EXTERIOR COLOR WHITE		
1.00		CO 2017 CHEVROLET IMPALA 1GX69, INCL JET BLACK CLOTH SEATS, 18" PAINTED ALLOY WHEELS	21,264.00	21,264.00
1.00	EACH	CO PUBLISHED OPTIONS LT PACKAGE 1LT	2,265.00	2,265.00
1.00	EACH	CO PUBLSHED OPTIONS 3.6L-V6 L36	1,095.00	1,095.00
1.00	EACH	CO HGAC PUBLISHED OPTION DISCOUNT	-168.00	-168.00
340.00	MILE	CO DELIVERY (340 MILES @ $2.85)	2.85	969.00
		Account No	Encumbrance	
		6-1254-412-00-270-014-0-752	55,361.00	
			Freight	.00
			Total	55,361.00

Authorized By: _____

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-15	Date Prepared:	10/3/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	HIDALGO COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	MATILDE (MATY) FAZ	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626 (X-4854)	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	MATILDE.FAX@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A32	Description:	2017 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC15543

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 24434

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3L-V8 L83	1195		
LT PACKAGE 1LT	2945		
HGAC PUBLISHED OPTION DISCOUNT -5%	-207 ✓		
POWER WINDOWS, POWER LOCKS	INCL		
17" X 8" ALUMINUM WHEELS	INCL		
JET BLACK CLOTH INTERIOR	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	3933

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	28367	=	Subtotal D:	28367

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DELIVERY (340 MILES @ $2.85)	969 ✓
		EXTERIOR COLOR WHITE	INCL
		Subtotal F:	969

Delivery Date:	60-90 DAYS APPX	G. Total Purchase Price (D+E+F):	29936

Approved 10/04/16

HGACBuy
THE SMART PURCHASING SOLUTION

Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO:
Matilde Faz

FROM:
Loleta Chappel

COMPANY:
County of Hidalgo

DATE:
10/05/2016

PHONE NUMBER:
956-318-2626 ext. 4854

RE:
Price Verification: VE11-15 Current Model Cars, Light Trucks & Police Motorcycles

REFERENCE:
Contract Pricing Worksheet dated 10-03-2016

I have reviewed the pricing worksheet provided through VE11-15 Current Model Cars, Light Trucks & Police Motorcycles. Our review verifies the pricing worksheet provided is in compliance with the contract. When you are ready please make your Purchase Order out to the vendor and send a copy of the Purchase Order and all the HGACBuy Product Pricing Worksheet information to me by email loleta.chappel@h-gac.com or fax 713-993-4548 and also please send a copy of the Purchase Order to the vendor.
Please advise if we can assist further in this matter.

FYI: The worksheets show an HGAC Order Processing Charge of $600.00, if you put both orders on one Purchase Order there will be one fee. If they are on separate Purchase Orders, there will be separate charges.

**********This is not an HGACBUY Order Confirmation Letter**********

Thank You
Loleta Chappel
Procurement Services Specialist
Cooperative Purchasing
Direct: 713-993-2486
Fax: 713-993-4548
loleta.chappel@h-gac.com
www.HGACBUY.org

GENERAL PURPOSE & EMERGENCY VEHICLES

CURRENT MODEL CARS, LIGHT TRUCKS & POLICE MOTORCYCLES - VE11-15

Contract No.: VE11-15

Effective Date: November 1, 2015 thru October 31, 2017

The HGACBuy contract offers a variety of Car and Light Truck manufacturers including Chevrolet, Chrysler, Dodge, Ford, Freightliner (Sprinter), GMC, Jeep, Nissan, Ram and Toyota. We also offer Police Motorcycles by Victory Motorcycles.

Vehicles may be purchased by HGACBuy Members nationwide. All base vehicle pricing shall be inclusive of factory-to-dealer destination charges as well as any cost associated with normal dealer make-ready. Each vehicle shall include new vehicle Pre-Delivery Service. Pre-Delivery Service cost is also incorporated into each Base Unit Price. Vehicles are delivered directly to HGACBuy member locations.

All Manufacturer and Dealer Options are available through the contract. Ask your HGACBuy dealer/contractor for Option pricing.

The HGACBuy Order Processing Charge for motor vehicles is a flat $600 per purchase order. The Order Processing Charge should be shown as a separate line item on member quotes and collected by the contractor.

Cars & Light Trucks

Nationwide Offerings From Texas Dealers (excluding Oklahoma)

Nationwide Offerings From Oklahoma (excluding Texas) - Ford Products Only

Police Motorcycles

Nationwide Offering (excluding Texas) - Victory Mototcycles Only

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

Back to top

H-GAC CONTACTS

- **Loleta Chappel**
  (P): 713-993-2486
  (F): 713-993-4548
  loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Bill Knight Ford dba of United Ford South, LLC**
  Greg Herring
  (P): 918-526-2392
  (F): 918-526-2395
  Click here for Email
- **Caldwell Country Chevrolet**
  Averyt Knapp
  (P): 979-567-6116
  (F): 979-567-0853
  Click here for Email
- **Chastang Chrysler Dodge Jeep Ram**
  Joe Dugger
  (P): 979-849-8584
  (F): 979-848-0436
  Click here for Email
- **Chastang Enterprises dba Chastang Ford**
  Ed Miller
  (P): 713-678-5007
  (F): 713-678-5001
  Click here for Email
- **Cowboy Chevrolet Buick GMC Cadillac**
  Rick Brown
  (P): 409-895-3860
  (F): 409-895-3884
  Click here for Email
- **Cowboy Motor Company LC**
  Jarrod Runnels
  (P): 409-895-3858
  (F): 409-895-3884
  Click here for Email
- **Grapevine DCJ LLC**
  Dennis Thomas
  (P): 817-410-7541
  (F): 817-410-7502
  Click here for Email
- **Houston Freightliner, Inc. dba Sprinter Houston**
  Devin LeCesne
  (P): 713-672-4115
  (F): 713-676-1603
  Click here for Email
- **Mossy Nissan (TX), Inc.**
  Fritz Schambarger
  (P): 281-589-5300
  (F): 281-496-4924
  Click here for Email
- **Sam Pack's Five Star Ford, Ltd.**
  Kevin Moore
  (P): 888-835-3389
  (F): 972-245-5278
  Click here for Email
- **Silsbee Ford Inc.**
  Richard Hyder
  (P): 409-300-1385
  (F): 409-895-3884
  Click here for Email
- **Silsbee Toyota**
  Richard Hyder
  (P): 409-300-1385
  (F): 409-895-3884
  Click here for Email
- **Victory Police Motorcycles, LLC**
  Michael Schultz
  (P): 520-770-9500
  (F): 520-382-6349
  Click here for Email

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HGACBuy Cooperative Purchasing Program
Administrative Fee Schedule
(Effective 4/1/2014)

HGACBuy
THE SMART PURCHASING SOLUTION

Product or Service Category	Fee Assessment
VEHICLES:	
Cars, Light Trucks, Utility Vehicles, Vans, Brush Fire/Wildland Units, etc; and Light Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO)	$ 600 flat per PO
Medium & Heavy Duty Trucks, Cab/Chassis only w/o Bodies (i.e. exposed frame rails); Ambulance Remounts	$ 600 flat per PO
Buses, School & Transit (All Types)	$ 600 flat per PO
Medium & Heavy Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO).	$ 1,000 flat per PO
Medium & Heavy Duty Trucks w/Bodies supplied from a ***different*** contract (i.e. Refuse Collection or Sewer Cleaning contracts; all on a single PO).	$1,500 per PO
Ambulances, Complete (All Types)	$ 1,000 flat per PO
Fire Apparatus (All Types Except Brush/Wildland)	$ 2,000 flat per PO
Truck Bodies and Conversions on separate PO from Cab/Chassis (i.e. Sewer Cleaners, Box Vans, Brush Fire/Wildland Units, Refuse Collection Bodies etc.).	1.5% of total PO amount
Trailers (All Types)	1.5% of total PO amount
[redacted]	
Wireless Communications Services	1.0% of total PO amount
ALL OTHER PRODUCTS & SERVICES:	1.5% of total PO amount
Published Options purchased directly from a contract (separate and apart from the associated base line item)	1.5% of total PO amount

			RWD, Vortec 4.8L V8, 6-speed Automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 10,500#, Complete with all manufacturer's standard equipment	
A27	Cut-a-way Van	CG33903	Chevrolet Express Cutaway 3500, 177" WB, 2WD, RWD, Vortec 6.0L V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled Transmission with overdrive and tow/haul mode and internal transmission oil cooler, GVWR 12,000#, Complete with all manufacturer's standard equipment	$20,815.00
A28	Prisoner Transport	CG33706	Chevrolet Express LS 12-Passenger 135" WB, RWD, Vortec 4.8L V8 SFI, 6-speed Automatic, Heavy-Duty, Electronically Controlled with overdrive and tow/haul mode and internal transmission oil cooler, Complete with all manufacturer's standard equipment (8 & 15 passenger option configurations available.)	$28,440.00
A29	Colorado	12M53	Chevrolet Colorado 2WD, Extended Cab, 2.5L I4, DI, DOHC, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	$21,110.00
A30	Colorado	12M43	Chevrolet Colorado 2WD, Crew Cab Short, 2.5L I4, DI, DOHC, 6-speed Automatic, HMD, 6L50 Transmission, Complete with all manufacturer's standard equipment	$22,890.00
A31	Colorado	12T43	Chevrolet Colorado 2WD, Crew Cab Long, 2.5L I4, DI, DOHC, 6-speed Automatic, HMD, 6L50 Transmission, Complete with all manufacturer's standard equipment	$24,180.00
A32	1500	CC15543	Chevrolet Silverado 1500 Crew Cab Short 143.5" WB, 2WD, RWD, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and VVT with FlexFuel capability, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 6900#, Complete with all manufacturer's standard equipment	$23,380.00
A33	1500	CC15753	Chevrolet Silverado 1500 Double Cab 145.5" WB, 2WD, RWD, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and VVT with FlexFuel capability, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 6900#, Complete with all manufacturer's standard equipment	$19,890.00
A34	1500	CC15703	Chevrolet Silverado 1500 Regular Cab 119.5" WB, 2WD, RWD, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and VVT with FlexFuel capability, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 6500#, Complete with all manufacturer's standard equipment	$17,990.00
A35	Law Enforcement 1500	CC15543	Chevrolet Silverado Special Service Package 1500 Crew Cab Short 143.5" WB, 2WD, RWD, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and VVT, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 7000#, Complete with all manufacturer's standard equipment	$24,110.00
A36	2500	CC25903	Chevrolet Silverado 2500HD Regular Cab 133.6" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol , 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 9500#, Complete with all manufacturer's standard equipment	$22,990.00
A37	2500	CC25753	Chevrolet Silverado 2500HD Double Cab 144.2" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol , 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 9500#, Complete with all manufacturer's standard equipment	$24,890.00
A38	2500	CC25943	Chevrolet Silverado 2500HD 2WD Crew Cab 167.7" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol , 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 9500#, Complete with all manufacturer's standard equipment	$26,190.00
A39	3500	CC35903	Chevrolet Silverado 3500HD Regular Cab 133.6" WB, SRW, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 10,400#,Complete with all manufacturer's standard equipment	$24,110.00
A40	3500	CC35953	Chevrolet Silverado 3500HD 2WD, Double Cab, 158.1" WB, SRW, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, heavy-duty, Electronically Controlled.with overdrive and tow/haul mode, GVWR 10,000#, Complete with all manufacturer's standard equipment	$27,235.00
A41	3500	CC35743	Chevrolet Silverado 3500HD Crew Cab, 167.7" 2WD, RWD, Vortec 6.0L VVT V8 SFI E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 10,000#, Complete with all manufacturer's standard equipment	$28,215.00
A42	3500 Chassis	CC36003	Chevrolet 3500 Regular Chassis Cab DRW, 137.5" WB, 2WD, RWD, Vortec 6.0L VVT V8 SFI, 6-speed Automatic, heavy-duty, Electronically Controlled with overdrive and tow/haul mode, GVWR 13,200#, Complete with all manufacturer's standard equipment	$23,690.00

H-GAC 'Form D' - BASE VEHICLE PRODUCT PRICING	
Offeror Name:	CALDWELL COUNTRY CHEVROLET
Invitation No.:	VE11-15 - CURRENT MODEL CARS, LIGHT TRUCKS & POLICE MOTORCYCLES

NOTES

1) "Required Options" (Columns H thru L) must be addressed (See Section B, pg. 12, Subset 3.8) in its corresponding column below for each vehicle line item bid.

2) In the Column "C" below; "Current Model Year Bid" must show the model year of the vehicles you are offering.

3) Pre-Delivery and Inspection cost (PDI) must be included as part of the Base Price, shown in column "G".

4) Column "H" indicates the Manufacturer Body Codes for "Required Options" in the order listed and priced in the corresponding colums (I thru L). The prices should match the pricing offered in the Manufacturer Option Catalog, including the offers discounts. Use this Form D only. The cells will automatically populate the totals. Failure to submit pricing or to submit correct pricing for any required option listed on Form D may deem that entire line item as non-responsive.

5) Remember to submit Manufacturer Option (OEM) Catalogs and answer the 5-questionson on the Form E.

6) Remember to bid all Dealer Options on Form F.

Cars and Light Trucks

A	B	C	D	E	F	G	H	I	J	K	L	M
HGAC Prod. Code	MFG.	Currnt Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price	Required Option Order Codes (#1, #2, #3, #4)	Req. Option #1 in $$$	Req. Option #2 in $$$	Req. Option #3 in $$$	Req. Option #4 in $$$	Total Base Price + All Req. Options
A29	Chev.	2016	Colorado	12M53	Chevrolet Colorado 2WD, Extended Cab, 2.5L I4, DI, DOHC, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	$21,110.00	ZJJ, IO4, PCN	$0.00	$262.00	$466.00		$21,838.00
A30	Chev.	2016	Colorado	12M43	Chevrolet Colorado 2WD, Crew Cab Short, 2.5L I4, DI, DOHC, 6-speed Automatic, HMD, 6L50 Transmission, Complete with all manufacturer's standard equipment	$22,890.00	IO4, PCN, G80	$262.00	$466.00	$309.00		$23,927.00
A31	Chev.	2016	Colorado	12T43	Chevrolet Colorado 2WD, Crew Cab Long, 2.5L I4, DI, DOHC, 6-speed Automatic, HMD, 6L50 Transmission, Complete with all manufacturer's standard equipment	$24,180.00	IO4, PCN, G80	$262.00	$466.00	$309.00		$25,217.00
A32	Chev.	2016	1500	CC15543	Chevrolet Siverado 1500 Crew Cab Short 143.5" WB, 2WD, RWD, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and VVT with FlexFuel capability, 6-speed Automatic, Electronically Controlled Transmission with overdrive and tow/haul mode, GVWR 6900#, Complete with all manufacturer's standard equipment	$23,380.00	L83, PCR, G80	$1,040.00	$304.00	$376.00		$25,100.00

2017 Chevrolet Silverado Light Duty Pickup

2017 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE WITH START OF 2017 MODEL YEAR PRODUCTION

A32 - A35

Base Model Prices

	Model	Model Description	List Price	Factory D/H(b)	MSRP(c)
◆	CC15703	2WD Regular Cab Standard Box, 1WT	$27,485.00	$0.00	$27,485.00
◆	CC15903	2WD Regular Cab Long Box, 1WT	$27,875.00	$0.00	$27,875.00
◆	CC15703	2WD Regular Cab Standard Box, 1LS	$29,510.00	$0.00	$29,510.00
◆	CC15903	2WD Regular Cab Long Box, 1LS	$29,900.00	$0.00	$29,900.00
◆	CK15703	4WD Regular Cab Standard Box, 1WT	$31,425.00	$0.00	$31,425.00
◆	CC15753	2WD Double Cab Standard Box, 1WT	$31,510.00	$0.00	$31,510.00
◆	CK15903	4WD Regular Cab Long Box, 1WT	$31,725.00	$0.00	$31,725.00
◆	CC15753	2WD Double Cab Standard Box, 1LS	$33,260.00	$0.00	$33,260.00
◆	CC15753	2WD Double Cab Standard Box, 1CX (Custom)	$33,345.00	$0.00	$33,345.00
◆	CK15703	2WD Regular Cab Standard Box, 1LS	$33,450.00	$0.00	$33,450.00
◆	CK15903	4WD Regular Cab Long Box, 1LS	$33,750.00	$0.00	$33,750.00
◆	CC15703	2WD Regular Cab Standard Box, LT (1LT)	$33,760.00	$0.00	$33,760.00
◆	CC15903	2WD Regular Cab Long Box, LT (1LT)	$33,885.00	$0.00	$33,885.00
◆	CK15753	4WD Double Cab Standard Box, 1WT	$35,490.00	$0.00	$35,490.00
*	CC15543	2WD Crew Cab Short Box, 1WT	$35,935.00	$0.00	$35,935.00
◆	CC15753	2WD Double Cab Standard Box, LT (1LT)	$36,415.00	$0.00	$36,415.00
◆	CK15753	4WD Double Cab Standard Box, 1LS	$37,240.00	$0.00	$37,240.00
◆	CK15703	4WD Regular Cab Standard Box, LT (1LT)	$37,270.00	$0.00	$37,270.00
◆	CK15753	4WD Double Cab Standard Box, 1CX (Custom)	$37,325.00	$0.00	$37,325.00
	CC15743	2WD Crew Cab Standard Box, 1WT	$37,330.00	$0.00	$37,330.00
◆	CK15903	4WD Regular Cab Long Box, LT (1LT	$37,670.00	$0.00	$37,670.00
	CC15543	2WD Crew Cab Short Box, 1LS	$37,735.00	$0.00	$37,735.00
*	CC15543	2WD Crew Cab Short Box, LT (1LT)	$38,660.00	$0.00	$38,660.00
	CK15543	4WD Crew Cab Short Box, 1WT	$39,085.00	$0.00	$39,085.00
	CC15743	2WD Crew Cab Standard Box, 1LS	$39,130.00	$0.00	$39,130.00
◆	CK15703	4WD Regular Cab Standard Box, Z71 LT (2LT)	$39,180.00	$0.00	$39,180.00
◆	CK15903	4WD Regular Cab Long Box, Z71 LT (2LT)	$39,480.00	$0.00	$39,480.00
◆	CK15753	4WD Double Cab Standard Box, LT (1LT)	$39,865.00	$0.00	$39,865.00
	CC15743	2WD Crew Cab Standard Box, LT (1LT)	$40,275.00	$0.00	$40,275.00
	CK15743	4WD Crew Cab Standard Box, 1WT	$40,480.00	$0.00	$40,480.00
	CK15543	4WD Crew Cab Short Box, 1LS	$40,685.00	$0.00	$40,685.00
◆	CC15753	2WD Double Cab Standard Box, LTZ (1LZ)	$41,440.00	$0.00	$41,440.00
◆	CK15753	4WD Double Cab Standard Box, Z71 LT (2LT)	$41,975.00	$0.00	$41,975.00
	CK15743	4WD Crew Cab Standard Box, 1LS	$42,280.00	$0.00	$42,280.00
	CK15543	4WD Crew Cab Short Box, LT (1LT)	$42,455.00	$0.00	$42,455.00
	CK15743	4WD Crew Cab Standard Box, LT (1LT)	$43,650.00	$0.00	$43,650.00
	CC15543	2WD Crew Cab Short Box, LTZ (1LZ)	$43,900.00	$0.00	$43,900.00
	CC15743	2WD Crew Cab Standard Box, LTZ (1LZ)	$44,200.00	$0.00	$44,200.00
	CK15543	4WD Crew Cab Short Box, Z71 LT (2LT)	$44,365.00	$0.00	$44,365.00
◆	CK15753	4WD Double Cab Standard Box, LTZ (1LZ)	$44,665.00	$0.00	$44,665.00
	CK15743	4WD Crew Cab Standard Box, Z71 LT (2LT)	$45,760.00	$0.00	$45,760.00
◆	CK15753	4WD Double Cab Standard Box, Z71 (2LZ)	$46,030.00	$0.00	$46,030.00
	CK15543	4WD Crew Cab Short Box, LTZ (1LZ)	$47,025.00	$0.00	$47,025.00
	CK15743	4WD Crew Cab Standard Box, LTZ (1LZ)	$47,325.00	$0.00	$47,325.00
	CK15543	4WD Crew Cab Short Box, Z71 LTZ (2LZ)	$48,590.00	$0.00	$48,590.00
	CK15743	4WD Crew Cab Standard Box, Z71 LTZ (2LZ)	$48,890.00	$0.00	$48,890.00
	CC15543	2WD Crew Cab Short Box, High Country (3LZ)	$51,200.00	$0.00	$51,200.00
	CC15743	2WD Crew Cab Standard Box, High Country (3LZ)	$51,500.00	$0.00	$51,500.00
	CK15543	4WD Crew Cab Short Box, High Country (3LZ)	$54,475.00	$0.00	$54,475.00
	CK15743	4WD Crew Cab Standard Box, High Country (3LZ)	$54,775.00	$0.00	$54,775.00

35,935.00 & subtract from

- 38,880.00 = $2,865.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)
5W4	Special Service Package (Fleet only)	$1,790.00	$0.00	$1,790.00
	Special Service Package (Fleet only), W/ Std Box Length	$695.00	$0.00	$695.00
G0P	Special Ops Edition, 1WT, Double Cab	$3,395.00	$0.00	$3,395.00
G0S	Realtree Edition, 2LZ, Crew Cab	$2,850.00	$0.00	$2,850.00
NHT	Max Trailering Package, 1LT	$2,140.00	$0.00	$2,140.00
	Max Trailering Package, LTZ	$925.00	$0.00	$925.00
PCM	LT Convenience Package, 1LT Crew and Double w/ N37	$1,410.00	$0.00	$1,410.00
	LT Convenience Package, 1LT Crew and Double w/o N37	$1,310.00	$0.00	$1,310.00
	LT Convenience Package, 1LT Regular Cab w/ N37	$1,215.00	$0.00	$1,215.00
	LT Convenience Package, 2LT Crew and Double w/ N37	$1,210.00	$0.00	$1,210.00
◆	WT Convenience Package, Regular Cab w/o ZW9	$1,150.00	$0.00	$1,150.00
	LT Convenience Package, 1LT Regular Cab w/o N37	$1,115.00	$0.00	$1,115.00
	LT Convenience Package, 2LT Crew and Double w/o N37	$1,110.00	$0.00	$1,110.00
	LT Convenience Package, 2LT Regular Cab w/ N37	$1,015.00	$0.00	$1,015.00
	LT Convenience Package, 2LT Regular Cab w/o N37	$915.00	$0.00	$915.00
◆	WT Convenience Package, Regular Cab w/ ZW9	$910.00	$0.00	$910.00
	WT Convenience Package, Double and Crew Cab	$885.00	$0.00	$885.00
PCP	Custom Convenience Package - 1CX	$510.00	$0.00	$510.00
◆	WT Fleet Convenience Package, 1WT Regular cab w/o ZW9	$725.00	$0.00	$725.00
◆	WT Fleet Convenience Package, 1WT Regular cab w/ ZW9	$685.00	$0.00	$685.00
	WT Fleet Convenience Package, 1WT, Double and Crew Cab	$360.00	$0.00	$360.00
PCU	Fleet Base Package (Fleet Only)	$40.00	$0.00	$40.00
PCV	LT Fleet Plus Package, w/o PCY/PDU	$685.00	$0.00	$685.00
	LT Fleet Plus Package, w/ PCY/PDU	$490.00	$0.00	$490.00
PCW	LT Plus Package, 1LT/2LT, w/o PCM/PDU	$980.00	$0.00	$980.00
	LT Plus Package, 1LT/2LT, w/ PCM/PDU	$785.00	$0.00	$785.00
PCX	Chrome Bumper Package, 1WT	$200.00	$0.00	$200.00
PCY	LT Fleet Convenience Package, Double and Crew cab	$1,210.00	$0.00	$1,210.00
	LT Fleet Convenience Package, Regular Cab	$1,015.00	$0.00	$1,015.00
PDA	Texas Edition, 1LT, Double and Crew cab	$2,180.00	$0.00	$2,180.00
	Texas Edition, 1LZ	$1,995.00	$0.00	$1,995.00
	Texas Edition, 2LT, Double and Crew cab	$1,210.00	$0.00	$1,210.00

		Texas Edition, 1LZ Package Discount	($500.00)	$0.00	($500.00)
		Texas Edition, 1LT/2LT Package Discount	($750.00)	$0.00	($750.00)
	PDC	Off-Road Sport Package, Double and Crew cab (LPO)	$2,595.00	$0.00	$2,595.00
♦	PDE	**LT eAssist Package - Crew Cab**	**$2,445.00**	**$0.00**	**$2,445.00**
	PDF	LTZ Plus Package, 1LZ/2LZ, w/o PDA/PEB/Y86	$1,165.00	$0.00	$1,165.00
		LTZ Plus Package, 1LZ/2LZ, w/ Y86, w/o PDA/PEB	$770.00	$0.00	$770.00
		LTZ Plus Package, 1LZ/2LZ, w/ PDA/PEB, w/o Y86	$665.00	$0.00	$665.00
		LTZ Plus Package, 1LZ, w/ PDA/PEB, Y86	$270.00	$0.00	$270.00
	PDT	High Country Premium Package	$1,095.00	$0.00	$1,095.00
	PDU	All Star Edition, 1LT, Double and Crew cab	$2,180.00	$0.00	$2,180.00
		All Star Edition, 2LT, Double and Crew cab	$1,210.00	$0.00	$1,210.00
		All Star Edition Package Discount	($750.00)	$0.00	($750.00)
	PDZ	LS Convenience Package	$325.00	$0.00	$325.00
	PEB	Sport Package, 1LZ	$1,995.00	$0.00	$1,995.00
		Sport Package, 1LZ Package Discount	($500.00)	$0.00	($500.00)
	ST7	Black Out Edition, 1WT, Double Cab	$1,850.00	$0.00	$1,850.00
♦		**Black Out Edition Regular Cab (1WT)**	**$1,750.00**	**$0.00**	**$1,750.00**
	STH	Rally 1 Edition, 1CX	$1,095.00	$0.00	$1,095.00
	SU2	Rally 2 Edition, 2LT, Double & Crew Cab	$4,995.00	$0.00	$4,995.00
♦	VYU	**Snow Plow Prep Package, Regular Cab (1WT/1LS/1LT)**	**$350.00**	**$0.00**	**$350.00**
♦		**Snow Plow Prep Package, Regular Cab (2LT)**	**$225.00**	**$0.00**	**$225.00**
	WJP	Midnight Edition, 2LT, Double Cab	$1,850.00	$0.00	$1,850.00
		Midnight Edition, 2LZ, Crew Cab	$1,050.00	$0.00	$1,050.00
	Y86	Enhanced Driver Alert Package	$945.00	$0.00	$945.00
	Z82	Trailering Equipment Package, 1WT/1LS/1LT, w/ G80	$770.00	$0.00	$770.00
		Trailering Equipment Package, 1WT/1LS/1LT, w/o G80, Fleet only	$375.00	$0.00	$375.00

A32-A35

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)
Additional Dealer Installed Options:					
W8C	Performance Exhaust		$1,195.00	$0.00	$1,195.00
Dealer Installed Equipment					
5JY	Soft Folding Tonneau Cover		$625.00	$0.00	$625.00
E5D	Interior Driver Assist Handle		$80.00	$0.00	$80.00
RVQ	6" Tubular Black Assist Steps	Regular Cab	$600.00	$0.00	$600.00
RVQ	6" Tubular Black Assist Steps	Double and Crew cab	$700.00	$0.00	$700.00
RVS	4" Tubular Black Assist Steps	Regular cab	$530.00	$0.00	$530.00
RVS	4" Tubular Black Assist Steps	Double and Crew Cab	$630.00	$0.00	$630.00
RWS	Carpeted Floor Mats	Regular Cab	$110.00	$0.00	$110.00
RWS	Carpeted Floor Mats	Double and Crew Cab	$180.00	$0.00	$180.00
RXQ	Bed Net		$60.00	$0.00	$60.00
S0P	Consol Insert		$60.00	$0.00	$60.00
S41	Rear Wheel House Liners	Regular Cab only	$170.00	$0.00	$170.00
S6V	Cargo box retractable side assist step		$360.00	$0.00	$360.00
♦ SB1	**Flat Splash Guards**		**$185.00**	**$0.00**	**$185.00**
SFE	Wheel Locks		$60.00	$0.00	$60.00
SFZ	Black Bow-Tie Emblems, front and rear		$185.00	$0.00	$185.00
UJ5	Rear seat DVD entertainment system		$2,095.00	$0.00	$2,095.00
VAV	Floor Mats - All Weather	Regular Cab	$90.00	$0.00	$90.00
VAV	Floor Mats - All Weather	Double and Crew Cab	$160.00	$0.00	$160.00
VBJ	Rear Under Seat Storage		$230.00	$0.00	$230.00
VBN	Bed Rug	Short/Standard Box	$535.00	$0.00	$535.00
VBN	Bed Rug	Long box	$560.00	$0.00	$560.00
VBR	Bed Mat, Short Box		$140.00	$0.00	$140.00
VBR	Bed Mat, Standard Box		$150.00	$0.00	$150.00
VBR	Bed Mat, Long Box		$155.00	$0.00	$155.00
VKW	Front console organizer	Requires A95 or AN3	$45.00	$0.00	$45.00
VP8	Vinyl Tonneau Cover		$585.00	$0.00	$585.00
VQK	Front and Rear Molded Splash Guards		$215.00	$0.00	$215.00
VQL	Chrome Fuel Door		$205.00	$0.00	$205.00
VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Short Box	$920.00	$0.00	$920.00
VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Std Box	$950.00	$0.00	$950.00
VQT	Tonneau Cover-Hard Folding-Base Vinyl Cover	Long Box	$995.00	$0.00	$995.00
VQZ	Polished exhaust tip		$135.00	$0.00	$135.00
VRV	Body Color Molded Splash Guards		$315.00	$0.00	$315.00
VTG	Synthesis Silver Interior Trim Kit, Regular Cab		$145.00	$0.00	$145.00
VTG	Synthesis Silver Interior Trim Kit, Double & Crew Cabs		$270.00	$0.00	$270.00
VUK	Tailgate Liner		$80.00	$0.00	$80.00
VXH	6" Tubular Chromed Assist Steps	Regular cab	$650.00	$0.00	$650.00
VXH	6" Tubular Chromed Assist Steps	Double and Crew Cab	$750.00	$0.00	$750.00
VXJ	4" Tubular Chromed Assist Steps	Regular Cab	$585.00	$0.00	$585.00
VXJ	4" Tubular Chromed Assist Steps	Double and Crew Cab	$685.00	$0.00	$685.00
VZX	Skid Resistant Bedliner		$355.00	$0.00	$355.00
Engine/Transmission Equipment:					
L83	5.3L V8 EcoTec3 with Active Fuel	1WT/1LS/ 1CX /LT/ Z71 LT Upgrade from 4.3L V6	$1,195.00	$0.00	$1,195.00
L86	Engine, 6.2L V8 EcoTec3		$2,495.00	$0.00	$2,495.00
L86	Engine, 6.2L V8 EcoTec3 W/ 8 Speed Transmission		$2,695.00	$0.00	$2,695.00
Exterior:					
AKO	Deep Tinted Glass	Regular Cab, 1WT Fleet Only	$100.00	$0.00	$100.00
AKO	Deep Tinted Glass	Double and Crew Cab, 1WT, Fleet only	$200.00	$0.00	$200.00
BRS	Assist Steps - Power & Articulating	High Country	$995.00	$0.00	$995.00
BVQ	6" Tubular Chromed Assist Steps		$700.00	$0.00	$700.00
CGN	Spray-on Bed Liner		$495.00	$0.00	$495.00
CTD	Movbable Upper Tie Downs (4)		$60.00	$0.00	$60.00
DF2	Camper Style Exterior Mirror	1WT, w/ PCM/PCR	$0.00	$0.00	$0.00
DF2	Camper Style Exterior Mirror	1WT, w/o PCM/PCR	$70.00	$0.00	$70.00
DPN	Pwr Htd Outside Trailering Mirrors w/Turn Signal and LED Rear Guidance Lamps and Running Lamps	LT	$310.00	$0.00	$310.00
DPN	Pwr Htd Outside Trailering Mirrors w/Turn Signal and LED Rear Guidance Lamps and Running Lamps	1WT/1LS/1CX	$350.00	$0.00	$350.00

H-GAC 'FORM - E' - MANUFACTURER OPTION PRICING	
Offeror Name:	**CALDWELL COUNTRY CHEVROLET**
Invitation No.:	**VE11-15 - Current Model Cars, Light Trucks and Police Motorcycles**
Notes:	**1)** Each bidder must supply its entire Manufacturer Option Catalog of OEM products with MSRP pricing. **The catalog must be the most current document in effect at the time of bid submittal date – specifically corresponding with 2016 model year.** Provide a descriptive name of the catalog and the effective dates of the catalog. **Price increases will not be allowed for the entire vehicle model year that the catalog is in effect.**
	2) Indicate below the Discount Percentage being offered off the MSRP pricing for the entire OEM Pricing Catalog.
	3) The complete OEM Catalog must be submitted in the printed **"Original"** and **"Copy"**. An **"Electronic Version"** of the complete catalog must also be submitted with the bid in **PDF format.**
	4) Show Cost Per Mile for delivery of vehicles to our members (see Question #5). If your company uses a sliding mileage scale or uses a different method for arriving at this cost, explain in detail below.

[Please answer the 5 questions below]

Question No. 1.	**What is the complete name of the OEM Pricing Catalog you are submitting with your bid?**
	Answer: GM PRICE SCHEDULES & GM AUTOBOOK
Question No. 2.	**What are the effective dates of the OEM Pricing Catalog you are submitting with your bid??**
	Answer:MODEL YEAR START OF PRODUCTION THROUGH THE END OF THE MODEL YEAR
Question No. 3.	**Does the OEM Pricing Catalog show MSRP pricing?**
	Answer: YES
Question No. 4.	**What is the Discount Percentage being offered off the MSRP for the entire OEM Pricing Catalog?**
	Answer: Discount Percentage: ___5___%
Question No. 5.	**What is the Cost Per Mile for delivery or explain how your company arrives at a delivery cost for delivering vehicles.**
	Answer: Cost Per Mile $____2.85_____ to deliver vehicles.

Requisition

Req # 00307855

PO #

Date: 10/13/16

Regular
AP-57153
11/15/16

Bill To: x
x

Vendor : 358185
CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

Ship To: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Contact: JUAN SIFUENTES
956-381-0444

Contract No: HGAC VE11-15

Special Instructions:
250

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGAC CONTRACT NO. VE11-15 EXPIRES 10/31/2017 DO NOT DUPLICATE ORDER		
1.00	EACH	CO 2017 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC 15543, INCL POWER WINDOWS, POWER LOCKS, 17" X 8" ALUMINUM WHEELS, JET BLACK CLOTH INTERIOR	24,434.00	24,434.00
1.00	EACH	CO PUBLISHED OPTIONS 5.3L-V8 L83	1,195.00	1,195.00
1.00	EACH	CO PUBLISHED OPTIONS LT PACKAGE 1LT	2,945.00	2,945.00
-1.00	EACH	CO HGAC PUBLISHED OPTION DISCOUNT	207.00	-207.00
1.00	EACH	CO H-GAC ORDER PROCESSING CHARGE (AMOUNT PER CURRENT POLICY)	600.00	600.00
340.00	MILE	CO DELIVERY (340 MILES @ $2.85) EXTERIOR COLOR WHITE	2.85	969.00
1.00		CO 2017 CHEVROLET IMPALA 1GX69, INCL JET BLACK CLOTH SEATS, 18" PAINTED ALLOY WHEELS	21,264.00	21,264.00
1.00	EACH	CO PUBLISHED OPTIONS LT PACKAGE 1LT	2,265.00	2,265.00
1.00	EACH	CO PUBLSHED OPTIONS 3.6L-V6 L36	1,095.00	1,095.00
1.00	EACH	CO HGAC PUBLISHED OPTION DISCOUNT	-168.00	-168.00
340.00	MILE	CO DELIVERY (340 MILES @ $2.85)	2.85	969.00
		Account No	Encumbrance	
		6-1254-412-00-270-014-0-752	55,361.00	
			Freight	.00
			Total	55,361.00

Authorized By: _____

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-15	Date Prepared:	10/3/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	HIDALGO COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	MATILDE (MATY) FAZ	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626 (X-4854)	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	MATILDE.FAX@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A05	Description:	2017 CHEVROLET IMPALA 1GX69

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 21264

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LT PACKAGE 1LT	2265		
3.6L-V6 L36	1095		
JET BLACK CLOTH SEATS	INCL		
18" PAINTED ALLOY WHEELS	INCL		
HGAC PUBLISHED OPTION DISCOUNT	-5% -168		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	3192 ✓

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	24456	=	Subtotal D:	24456

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$600 ✓

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DELIVERY (340 MILES @ $2.85) ✓	969 ✓
		EXTERIOR COLOR BLUE VELVET	INCL
		Subtotal F:	969

Delivery Date:	60-90 DAYS APPX	G. Total Purchase Price (D+E+F):	26025

Approved 10/04/16

GENERAL PURPOSE & EMERGENCY VEHICLES

CURRENT MODEL CARS, LIGHT TRUCKS & POLICE MOTORCYCLES - VE11-15

Contract No.: VE11-15

Effective Date: November 1, 2015 thru October 31, 2017

The HGACBuy contract offers a variety of Car and Light Truck manufacturers including Chevrolet, Chrysler, Dodge, Ford, Freightliner (Sprinter), GMC, Jeep, Nissan, Ram and Toyota. We also offer Police Motorcycles by Victory Motorcycles.

Vehicles may be purchased by HGACBuy Members nationwide. All base vehicle pricing shall be inclusive of factory-to-dealer destination charges as well as any cost associated with normal dealer make-ready. Each vehicle shall include new vehicle Pre-Delivery Service. Pre-Delivery Service cost is also incorporated into each Base Unit Price. Vehicles are delivered directly to HGACBuy member locations.

All Manufacturer and Dealer Options are available through the contract. Ask your HGACBuy dealer/contractor for Option pricing.

The HGACBuy Order Processing Charge for motor vehicles is a flat $600 per purchase order. The Order Processing Charge should be shown as a separate line item on member quotes and collected by the contractor.

Cars & Light Trucks

Nationwide Offerings From Texas Dealers (excluding Oklahoma)

Nationwide Offerings From Oklahoma (excluding Texas) - Ford Products Only

Police Motorcycles

Nationwide Offering (excluding Texas) - Victory Mototcycles Only

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

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H-GAC CONTACTS

- **Loleta Chappel**
  (P): 713-993-2486
  (F): 713-993-4548
  loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Bill Knight Ford dba of United Ford South, LLC**
  Greg Herring
  (P): 918-526-2392
  (F): 918-526-2395
  Click here for Email
- **Caldwell Country Chevrolet**
  Averyt Knapp
  (P): 979-567-6116
  (F): 979-567-0853
  Click here for Email
- **Chastang Chrysler Dodge Jeep Ram**
  Joe Dugger
  (P): 979-849-8584
  (F): 979-848-0436
  Click here for Email
- **Chastang Enterprises dba Chastang Ford**
  Ed Miller
  (P): 713-678-5007
  (F): 713-678-5001
  Click here for Email
- **Cowboy Chevrolet Buick GMC Cadillac**
  Rick Brown
  (P): 409-895-3860
  (F): 409-895-3884
  Click here for Email
- **Cowboy Motor Company LC**
  Jarrod Runnels
  (P): 409-895-3858
  (F): 409-895-3884
  Click here for Email
- **Grapevine DCJ LLC**
  Dennis Thomas
  (P): 817-410-7541
  (F): 817-410-7502
  Click here for Email
- **Houston Freightliner, Inc. dba Sprinter Houston**
  Devin LeCesne
  (P): 713-672-4115
  (F): 713-676-1603
  Click here for Email
- **Mossy Nissan (TX), Inc.**
  Fritz Schambarger
  (P): 281-589-5300
  (F): 281-496-4924
  Click here for Email
- **Sam Pack's Five Star Ford, Ltd.**
  Kevin Moore
  (P): 888-835-3389
  (F): 972-245-5278
  Click here for Email
- **Silsbee Ford Inc.**
  Richard Hyder
  (P): 409-300-1385
  (F): 409-895-3884
  Click here for Email
- **Silsbee Toyota**
  Richard Hyder
  (P): 409-300-1385
  (F): 409-895-3884
  Click here for Email
- **Victory Police Motorcycles, LLC**
  Michael Schultz
  (P): 520-770-9500
  (F): 520-382-6349
  Click here for Email

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A	B	C	D	E	F	G	H	I
HGAC Prod. Code	MFG.	Currnt Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price	New Price	Percent Increase %
A01	Chev.	2016	Coupe	1EE37 (1AG37)	Chevrolet Camaro LS 2-door Coupe, RWD,3.6L SIDI DOHC V6 VVT, 6-speed Manual Transmission, Complete with all manufacturer's standard equipment	$22,910.00	$24,746.00	7.4%
A02	Chev.	2016	Law Enforcement Sedan	1EW19	Chevrolet Caprice PPV 4-door Sedan, RWD, Engine, 3.6L SIDI DOHC V6 VVT, includes (E85) FlexFuel (gas ethanol) capability, 6-speed Automatic, Electronically Controlled Transmission, Complete with all manufacturer's standard equipment	$23,815.00	$24,970.00	4.7%
A03	Chev.	2016	Coupe	1YY07	Chevrolet Corvette 1LT 2-door Coupe, RWD, 6.2L V8 DI, 7-speed Manual with Active Rev Matching Transmission, Complete with all manufacturer's standard equipment	$49,975.00	$51,655.00	3.3%
A04	Chev.	2016	Sedan	1PL69 (1BR69)	Chevrolet Cruze LS 4-door Sedan, FWD, ECOTEC 1.8L Variable Valve Timing DOHC 4-cylinder sequential MFI, 6-speed Manual Transmission with overdrive, Complete with all manufacturer's standard equipment	$15,190.00	$16,703.00	9.1%
A05	Chev.	2016	Sedan	1GX69	Chevrolet Impala LS 4-door Sedan, FWD, 2.5L DOHC 4 CYL, 6-speed Automatic, Electronically Controlled Transmission with Overdrive, Complete with all manufacturer's standard equipment	$21,858.00	$21,264.00	-2.3%
A06	Chev.	2016	Law Enforcement Sedan	1WS19	Chevrolet Impala Police 4-door Sedan, FWD, 3.6L SIDI DOHC V6 VVT, 6-speed Automatic, Electronically Controlled Transmission with Overdrive Transmission, Complete with all manufacturer's standard equipment	$18,855.00	$20,640.00	8.7%
A07	Chev.	2016	Sedan	1GB69 (1ZC69)	Chevrolet Malibu LS 4-door Sedan, FWD,ECOTEC 2.5L DOHC 4-cylinder DI with Variable Valve Timing (VVT) and intake Variable Valve Lift (iVVL) and auto stop/start, 6-speed Automatic, Electronically-Controlled Transmission with overdrive, Complete with all manufacturer's standard equipment	$17,718.00	$18,644.00	5.0%
A08		2016	Sedan	1RF68	Chevrolet Volt, FWD, 1.5L Internal Combustion Engine, Electric Drive, Complete with all manufacturer's standard equipment	$28,935.00	$29,969.00	3.5%
A09	Chev.	2016	Hatchback	1CM48 (1DR48)	Chevrolet Spark 5-door Hatchback LS, FWD, ECOTEC 1.2L DOHC 4-cylinder MFI, 5-Speed Manual Transmission. Complete with all manufacturer's standard equipment.	$11,818.00	$13,030.00	9.4%
A10	Chev.	2016	Sedan	1JU69	Chevrolet Sonic, 4-door Sedan LS, FWD, ECOTEC 1.8L Variable Valve Timing DOHC 4-cylinder 6-speed automatic sequential MFI, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	$12,984.00	$13,959.00	6.9%
A11	Chev.	2016	Hatchback	1JU48 (1JV48)	Chevrolet Sonic 5-door Hatchback LS, FWD, ECOTEC 1.8L Variable Valve Timing DOHC 4-cylinder sequential MFI, 6-Speed Automatic Transmission. Complete with all manufacturer's standard equipment.	$13,615.00	$16,224.00	16.1%
A12	Chev.	2016	SUV	1JU76	Chevrolet Trax 4-door Hatchback LS, FWD, ECOTEC Turbo 1.4L Variable Valve Timing DOHC 4-cylinder sequential MFI, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment.	$17,620.00	$18,474.00	4.7%
A13	Chev.	2016	SUV	1LF26	Chevrolet Equinox LS, FWD, 2.4L DOHC 4-cylinder SIDI with VVT, 6-speed Automatic Transmission with Overdrive, Complete with all manufacturer's standard equipment	$18,995.00	$20,282.00	6.4%
A14	Chev.	2016	SUV	CR14526	Chevrolet Traverse LS, FWD, 3.6L SIDI V6, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	$23,180.00	$24,645.00	5.9%
A15	Chev.	2016	SUV	CC15706	Chevrolet Tahoe LS, 2WD, RWD, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and VVT, 6-speed Automatic Transmission, Electronically Controlled with overdrive and tow/haul mode, Complete with all manufacturer's standard equipment	$35,985.00	$36,805.00	2.3%
A16	Chev.	2016	SUV	CC15906	Chevrolet Suburban LS, 2wd, RWD, 5 3L EcoTec3 V8 with Active Fuel Management, Direct Injection and VVT, 6-speed Automatic Transmission, Electronically Controlled with overdrive and tow/haul mode, Complete with all manufacturer's standard equipment	$37,935.00	$38,878.00	2.5%
A17	Chev.	2016	Law Enforcement Sedan	CC15706	Chevrolet Tahoe PPV, Rear wheel drive, 2WD, 5.3L EcoTec3 V8, with Active Fuel Management, Direct Injection, VVT and Flex Fuel, 6-speed Automatic Transmission, Electronically Controlled with overdrive and tow/haul, Complete with all manufacturer's standard equipment	$31,969.00	$32,560.00	1.9%

2017 Chevrolet Impala

2017 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE June 02, 2016

A05

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)
1GX69	Impala 1FL	$27,300.00	$0.00	$27,300.00
1GX69	Impala 1LS	$27,300.00	$0.00	$27,300.00
1GY69	Impala 1LT	$29,565.00	$0.00	$29,565.00
1GZ69	Impala 2LZ (LTZ V6)	$35,645.00	$0.00	$35,645.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)
HCR	LT Midnight Edition	$1,595.00	$0.00	$1,595.00
	2LZ Midnight Edition	$1,195.00	$0.00	$1,195.00
	LT w/ PCX Midnight Edition	$995.00	$0.00	$995.00
PCH	Enhanced Convenience Package (Premier only)	$1,035.00	$0.00	$1,035.00
PCJ	Advanced Technology Package (Premier only)	$735.00	$0.00	$735.00
PCN	Protection Package (LS Only)	$570.00	$0.00	$570.00
PCP	Convenience Package (LT only)	$1,045.00	$0.00	$1,045.00
PCU	Driver Confidence Package (LT Only)	$595.00	$0.00	$595.00
PCV	Leather Package (LT Only)	$1,495.00	$0.00	$1,495.00
PCX	Technology Package (LT Only)	$1,150.00	$0.00	$1,150.00
PCY	Navigation Package (LT Only)	$645.00	$0.00	$645.00
PDN	3LT Power and Light Package	$175.00	$0.00	$175.00

Additional Options

Option Code	Description		List Price	Factory D/H(b)	MSRP(c)
Additional Options:					
KSG	Adaptive Cruise Control	Available on 2LZ only	$595.00	$0.00	$595.00
RQ9	20"Aluminum Wheel	Available on 2LZ only	$400.00	$0.00	$400.00
VK3	Front License Plate Bracket		$15.00	$0.00	$15.00
Dealer Installed					
5XQ	19" Polished & Painted Wheels without tires		$2,200.00	$0.00	$2,200.00
5XQ	19" Polished & Painted Wheels with tires		$3,530.00	$0.00	$3,530.00
PDH	All-Weather Mat Protection Package		$200.00	$0.00	$200.00
PDV	Appearance Package		$995.00	$0.00	$995.00
RVW	Cargo Area Organizer		$140.00	$0.00	$140.00
RYT	First Aid Kit		$35.00	$0.00	$35.00
S5W	Seat Back Organizer		$60.00	$0.00	$60.00
S6P	Factory Remote Start Kit		$325.00	$0.00	$325.00
SB2	Spoiler Kit		$425.00	$0.00	$425.00
SE4	18" Chrome wheels without tires		$2,500.00	$0.00	$2,500.00
SE7	18" Machined wheels w/painted pockets without tires		$1,500.00	$0.00	$1,500.00
SFE	Wheel Lock Kit		$110.00	$0.00	$110.00
SFZ	Black Bowtie		$205.00	$0.00	$205.00
VAT	Grille Package		$595.00	$0.00	$595.00
VAV	Front & Rear All Weather Floor Mats		$140.00	$0.00	$140.00
VEB	Sports Pedal Covers		$170.00	$0.00	$170.00
VKU	Chrome Mirror Caps		$155.00	$0.00	$155.00
VLI	Cargo Area Premium All Weather Mat		$80.00	$0.00	$80.00
VQK	Custom Molded Splash Guards		$180.00	$0.00	$180.00
W2D	Cargo Net		$60.00	$0.00	$60.00
Engine Block Heater:					
K05	Engine Block Heater		$75.00	$0.00	$75.00
Engine:					
LFX	3.6L V6 SIDI FWD		$1,095.00	$0.00	$1,095.00
Fleet Only Options:					
AP9	Cargo Net	1FL Only	$45.00	$0.00	$45.00
AYR	Foldable Rear Headrests	1FL Only	$30.00	$0.00	$30.00
BTV	Remote Engine Start	1FL Only	$300.00	$0.00	$300.00
KI6	Power Outlet, 120 Volt	1FL Only	$100.00	$0.00	$100.00
UD7	Rear Park Assist	1FL Only	$295.00	$0.00	$295.00
Navigation Equipment:					
I06	Navigation	Available on LTZ only	$495.00	$0.00	$495.00
Paint:					
G1E	Siren Red Tintcoat		$395.00	$0.00	$395.00
G1W	Iridescent Pearl Tricoat		$995.00	$0.00	$995.00
Sunroof:					
C3U	Power Sunroof	Available on LT/LTZ only	$1,050.00	$0.00	$1,050.00

****REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION****

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon

(c) Manufacturer's Suggested Retail Prices. Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees

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2017 Chevrolet Impala

2017 MODEL YEAR VEHICLE PRICE SCHEDULE
EFFECTIVE October 03, 2016

Base Model Prices

Model	Model Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Employee Price(c)	DFC
1GX69	Impala 1FL	$27,300.00	$0.00	$27,300.00	$26,208.00	$25,389.00	$25,359.68	$875.00
1GX69	Impala 1LS	$27,300.00	$0.00	$27,300.00	$26,208.00	$25,389.00	$25,359.68	$875.00
1GY69	Impala 1LT	$29,565.00	$0.00	$29,565.00	$28,382.40	$27,495.45	$27,447.10	$875.00
1GZ69	Impala 2LZ (LTZ V6)	$35,645.00	$0.00	$35,645.00	$34,219.20	$33,149.85	$33,050.43	$875.00

Option Packages

Option Code	Description	List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)&(c)	Dealer Price(c)	Employee Price(c)
HCR	LT Midnight Edition	$1,595.00	$0.00	$1,595.00	$1,451.45	$1,403.60	$1,393.39
	2LZ Midnight Edition	$1,195.00	$0.00	$1,195.00	$1,087.45	$1,051.60	$1,043.95
	LT w/ PCX Midnight Edition	$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
PCH	Enhanced Convenience Package (Premier only)	$1,035.00	$0.00	$1,035.00	$941.85	$910.80	$904.18
PCJ	Advanced Technology Package (Premier only)	$735.00	$0.00	$735.00	$668.85	$646.80	$642.10
PCN	Protection Package (LS Only)	$570.00	$0.00	$570.00	$518.70	$501.60	$497.95
PCP	Convenience Package (LT only)	$1,045.00	$0.00	$1,045.00	$950.95	$919.60	$912.91
PCU	Driver Confidence Package (LT Only)	$595.00	$0.00	$595.00	$541.45	$523.60	$519.79
PCV	Leather Package (LT Only)	$1,495.00	$0.00	$1,495.00	$1,360.45	$1,315.60	$1,306.03
PCX	Technology Package (LT Only)	$1,150.00	$0.00	$1,150.00	$1,046.50	$1,012.00	$1,004.64
PCY	Navigation Package (LT Only)	$645.00	$0.00	$645.00	$586.95	$567.60	$563.47
PDN	3LT Power and Light Package	$175.00	$0.00	$175.00	$159.25	$154.00	$152.88

Additional Options

	Option Code	Description		List Price	Factory D/H(b)	MSRP(c)	Dealer Invoice Price(a)	Dealer Price(c)	Employee Price(c)
Additional Options:									
	KSG	Adaptive Cruise Control	Available on 2LZ only	$595.00	$0.00	$595.00	$541.45	$523.60	$519.79
	RQ9	20"Aluminum Wheel	Available on 2LZ only	$400.00	$0.00	$400.00	$364.00	$352.00	$349.44
◆	VK3	Front License Plate Bracket		$40.00	$0.00	$40.00	$36.40	$35.20	$34.94
Dealer Installed									
	5XQ	19" Polished & Painted Wheels without tires		$2,200.00	$0.00	$2,200.00	$2,002.00	$1,936.00	$1,921.92
	5XQ	19" Polished & Painted Wheels with tires		$3,530.00	$0.00	$3,530.00	$3,212.30	$3,106.40	$3,083.81
	PDH	All-Weather Mat Protection Package		$200.00	$0.00	$200.00	$182.00	$176.00	$174.72
	PDV	Appearance Package		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
	RVW	Cargo Area Organizer		$140.00	$0.00	$140.00	$127.40	$123.20	$122.30
	RYT	First Aid Kit		$35.00	$0.00	$35.00	$31.85	$30.80	$30.58
	S5W	Seat Back Organizer		$60.00	$0.00	$60.00	$54.60	$52.80	$52.42
	S6P	Factory Remote Start Kit		$325.00	$0.00	$325.00	$295.75	$286.00	$283.92
	SB2	Spoiler Kit		$425.00	$0.00	$425.00	$386.75	$374.00	$371.28
	SE4	18" Chrome wheels without tires		$2,500.00	$0.00	$2,500.00	$2,275.00	$2,200.00	$2,184.00
	SE7	18" Machined wheels w/painted pockets without tires		$1,500.00	$0.00	$1,500.00	$1,365.00	$1,320.00	$1,310.40
	SFE	Wheel Lock Kit		$110.00	$0.00	$110.00	$100.10	$96.80	$96.10
	SFZ	Black Bowtie		$205.00	$0.00	$205.00	$186.55	$180.40	$179.09
	VAT	Grille Package		$595.00	$0.00	$595.00	$541.45	$523.60	$519.79
	VAV	Front & Rear All Weather Floor Mats		$140.00	$0.00	$140.00	$127.40	$123.20	$122.30
	VEB	Sports Pedal Covers		$170.00	$0.00	$170.00	$154.70	$149.60	$148.51
	VKU	Chrome Mirror Caps		$155.00	$0.00	$155.00	$141.05	$136.40	$135.41
	VLI	Cargo Area Premium All Weather Mat		$80.00	$0.00	$80.00	$72.80	$70.40	$69.89
	VQK	Custom Molded Splash Guards		$180.00	$0.00	$180.00	$163.80	$158.40	$157.25
	W2D	Cargo Net		$60.00	$0.00	$60.00	$54.60	$52.80	$52.42
Engine Block Heater:									
◆	K05	Engine Block Heater		$100.00	$0.00	$100.00	$91.00	$88.00	$87.36
Engine:									

LFX	3.6L V6 SIDI FWD	[redacted]	$1,095.00	$0.00	$1,095.00	$996.45	$963.60	$956.59
Fleet Only Options:								
AP9	Cargo Net	1FL Only	$45.00	$0.00	$45.00	$40.95	$39.60	$39.31
AYR	Foldable Rear Headrests	1FL Only	$30.00	$0.00	$30.00	$27.30	$26.40	$26.21
BTV	Remote Engine Start	1FL Only	$300.00	$0.00	$300.00	$273.00	$264.00	$262.08
KI6	Power Outlet, 120 Volt	1FL Only	$100.00	$0.00	$100.00	$91.00	$88.00	$87.36
UD7	Rear Park Assist	1FL Only	$295.00	$0.00	$295.00	$268.45	$259.60	$257.71
Navigation Equipment:								
I06	Navigation	Available on LTZ only	$495.00	$0.00	$495.00	$450.45	$435.60	$432.43
Paint:								
G1E	Siren Red Tintcoat		$395.00	$0.00	$395.00	$359.45	$347.60	$345.07
G1W	Iridescent Pearl Tricoat		$995.00	$0.00	$995.00	$905.45	$875.60	$869.23
Sunroof:								
C3U	Power Sunroof	Available on LT/LTZ only	$1,050.00	$0.00	$1,050.00	$955.50	$924.00	$917.28

REFER TO DEALER ORDER GUIDE/DATA BOOK FOR MODEL AND OPTION AVAILABILITY AND APPLICATION

(a) Dealer invoice includes Holdback amount retained for dealer's account in accordance with applicable vehicle terms of sale bulletin

(b) D/H Charges on vehicle and optional equipment include reimbursement to ordering division for any tax that it has paid, incurred or agreed to pay thereon.

(c) Manufacturer's Suggested Retail Prices. Employee Prices do not include applicable destination charges (DFC), state and local taxes, and license and registration fees.

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♦Revised July 13, 2016

2017 Chevrolet Impala

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Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO:
Matilde Faz

FROM:
Loleta Chappel

COMPANY:
County of Hidalgo

DATE:
10/05/2016

PHONE NUMBER:
956-318-2626 ext. 4854

RE:
Price Verification: VE11-15 Current Model Cars, Light Trucks & Police Motorcycles

REFERENCE:
Contract Pricing Worksheet dated 10-03-2016

I have reviewed the pricing worksheet provided through VE11-15 Current Model Cars, Light Trucks & Police Motorcycles. Our review verifies the pricing worksheet provided is in compliance with the contract. When you are ready please make your Purchase Order out to the vendor and send a copy of the Purchase Order and all the HGACBuy Product Pricing Worksheet information to me by email loleta.chappel@h-gac.com or fax 713-993-4548 and also please send a copy of the Purchase Order to the vendor.
Please advise if we can assist further in this matter.

FYI: The worksheets show an HGAC Order Processing Charge of $600.00, if you put both orders on one Purchase Order there will be one fee. If they are on separate Purchase Orders, there will be separate charges.

**********This is not an HGACBUY Order Confirmation Letter**********

Thank You
Loleta Chappel
Procurement Services Specialist
Cooperative Purchasing
Direct: 713-993-2486
Fax: 713-993-4548
loleta.chappel@h-gac.com
www.HGACBUY.org

H-GAC 'FORM - E' - MANUFACTURER OPTION PRICING

Offeror Name:	**CALDWELL COUNTRY CHEVROLET**
Invitation No.:	**VE11-15 - Current Model Cars, Light Trucks and Police Motorcycles**

Notes:

1) Each bidder must supply its entire Manufacturer Option Catalog of OEM products with MSRP pricing. **The catalog must be the most current document in effect at the time of bid submittal date – specifically corresponding with 2016 model year.** Provide a descriptive name of the catalog and the effective dates of the catalog. **Price increases will not be allowed for the entire vehicle model year that the catalog is in effect.**

2) Indicate below the Discount Percentage being offered off the MSRP pricing for the entire OEM Pricing Catalog.

3) The complete OEM Catalog must be submitted in the printed **"Original"** and **"Copy"**. An **"Electronic Version"** of the complete catalog must also be submitted with the bid in **PDF format.**

4) Show Cost Per Mile for delivery of vehicles to our members (see Question #5). If your company uses a sliding mileage scale or uses a different method for arriving at this cost, explain in detail below.

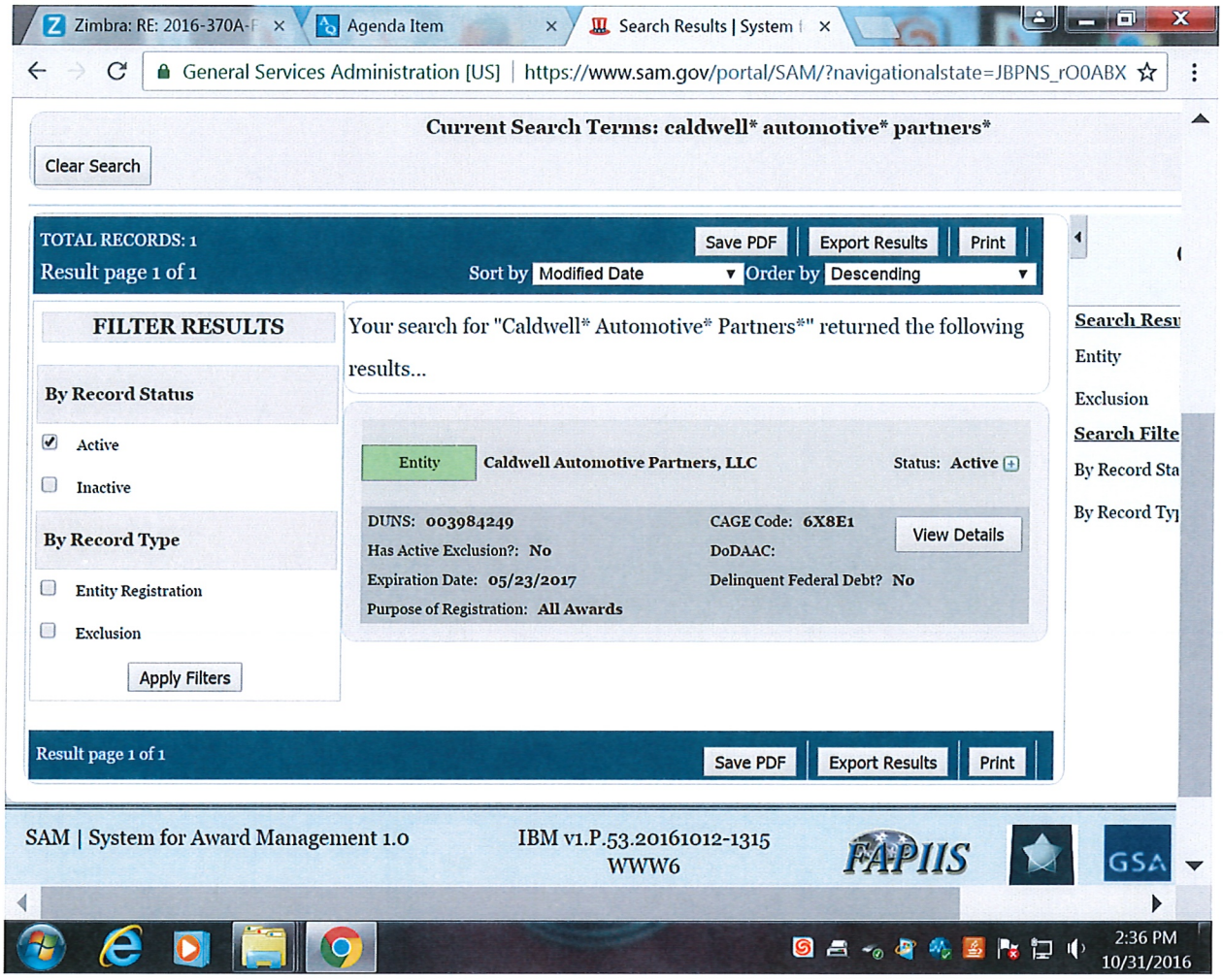
[Please answer the 5 questions below]

Question No. 1.	**What is the complete name of the OEM Pricing Catalog you are submitting with your bid?**
	Answer: GM PRICE SCHEDULES & GM AUTOBOOK
Question No. 2.	**What are the effective dates of the OEM Pricing Catalog you are submitting with your bid??**
	Answer:MODEL YEAR START OF PRODUCTION THROUGH THE END OF THE MODEL YEAR
Question No. 3.	**Does the OEM Pricing Catalog show MSRP pricing?**
	Answer: YES
Question No. 4.	**What is the Discount Percentage being offered off the MSRP for the entire OEM Pricing Catalog?**
	Answer: Discount Percentage: ___5___%
Question No. 5.	**What is the Cost Per Mile for delivery or explain how your company arrives at a delivery cost for delivering vehicles.**
	Answer: Cost Per Mile $____2.85_____ to deliver vehicles.

HGACBuy Cooperative Purchasing Program
Administrative Fee Schedule
(Effective 4/1/2014)

HGACBuy
THE SMART PURCHASING SOLUTION

Product or Service Category	Fee Assessment
VEHICLES:	
Cars, Light Trucks, Utility Vehicles, Vans, Brush Fire/Wildland Units, etc; and Light Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO)	$ 600 flat per PO
Medium & Heavy Duty Trucks, Cab/Chassis only w/o Bodies (i.e. exposed frame rails); Ambulance Remounts	$ 600 flat per PO
Buses, School & Transit (All Types)	$ 600 flat per PO
Medium & Heavy Duty Trucks w/Bodies supplied by the Cab/Chassis Dealer (i.e. all on a single PO).	$ 1,000 flat per PO
Medium & Heavy Duty Trucks w/Bodies supplied from a ***different*** contract (i.e. Refuse Collection or Sewer Cleaning contracts; all on a single PO).	$1,500 per PO
Ambulances, Complete (All Types)	$ 1,000 flat per PO
Fire Apparatus (All Types Except Brush/Wildland)	$ 2,000 flat per PO
Truck Bodies and Conversions on separate PO from Cab/Chassis (i.e. Sewer Cleaners, Box Vans, Brush Fire/Wildland Units, Refuse Collection Bodies etc.).	1.5% of total PO amount
Trailers (All Types)	1.5% of total PO amount
[redacted]	
Wireless Communications Services	1.0% of total PO amount
ALL OTHER PRODUCTS & SERVICES:	1.5% of total PO amount
Published Options purchased directly from a contract (separate and apart from the associated base line item)	1.5% of total PO amount


Zimbra: RE: 2016-370A-F
Agenda Item
Search Results | System f
General Services Administration [US] | https://www.sam.gov/portal/SAM/?navigationalstate=JBPNS_rO0ABX
Current Search Terms: caldwell* automotive* partners*
Clear Search
TOTAL RECORDS: 1
Result page 1 of 1
Save PDF
Export Results
Print
Sort by Modified Date
Order by Descending
FILTER RESULTS
By Record Status
Active
Inactive
By Record Type
Entity Registration
Exclusion
Apply Filters
Your search for "Caldwell* Automotive* Partners*" returned the following results...
Entity
Caldwell Automotive Partners, LLC
Status: Active
DUNS: 003984249
CAGE Code: 6X8E1
Has Active Exclusion?: No
DoDAAC:
Expiration Date: 05/23/2017
Delinquent Federal Debt? No
Purpose of Registration: All Awards
View Details
Result page 1 of 1
Save PDF
Export Results
Print
Search Resu
Entity
Exclusion
Search Filte
By Record Sta
By Record Ty
SAM | System for Award Management 1.0
IBM v1.P.53.20161012-1315
WWW6
FAPIIS
GSA
2:36 PM
10/31/2016

Zimbra: RE: 2016-370A-F
Agenda Item
View Details - Entity Ove
General Services Administration [US] | https://www.sam.gov/portal/SAM/?navigationalstate=JBPNS_rO0ABX
SYSTEM FOR AWARD MANAGEMENT
Forgot Username?
Forgot Pass
HOME
SEARCH RECORDS
DATA ACCESS
GENERAL INFO
HELP
Entity Dashboard
Entity Overview
Entity Registration
Core Data
Assertions
Reps & Certs
POCs
Exclusions
Active Exclusions
Inactive Exclusions
Excluded Family Members
RETURN TO SEARCH
Caldwell Automotive Partners, LLC
DUNS: 003984249 CAGE Code: 6X8E1
Status: Active
Expiration Date: 05/23/2017
Purpose of Registration: All Awards
800 State Highway 21 E
Caldwell, TX, 77836-4512 ,
UNITED STATES
Entity Overview
Entity Registration Summary
Name: Caldwell Automotive Partners, LLC
Business Type: Business or Organization
Last Updated By: Adrienne Gattis
Registration Status: Active
Activation Date: 05/23/2016
Expiration Date: 05/23/2017
Exclusion Summary
Active Exclusion Records? No
2:36 PM
10/31/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-130858

Date Filed:
10/31/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caldwell Country Chevrolet
Caldwell, 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.
2016-370A
Purchase of (2) 2017 vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Way, Stephen	Caldwell, TX United States	X	
Knapp, Averyt	Caldwell, TX United States		X
Hildebrand, Jon	Caldwell, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ADRIENNE MARBLE GATTIS
My Commission Expires
March 31, 2017

Averyt Knapp
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Averyt Knapp, this the 31 day of October, 20 16, to certify which, witness my hand and seal of office.

Adrienne Marble Gattis
Signature of officer administering oath

Adrienne Marble Gattis
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-130858

Date Filed:
10/31/2016

Date Acknowledged:
10/31/2016

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

Caldwell Country Chevrolet
Caldwell, 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.

2016-370A
Purchase of (2) 2017 vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Way, Stephen	Caldwell, TX United States	X	
Knapp, Averyt	Caldwell, TX United States		X
Hildebrand, Jon	Caldwell, 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-57276 **Purchasing Department** **20. F. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Equipment Purchase Upgrade Agreements, Termination of current Security Monitoring Services with Replacement of New Security Monitoring Services with Superior Alarms [awarded vendor BuyBoard coop contract #433-13] with authority for County Judge, Court Member or Executive Officer to execute same for upgrades including, but not limited to, for the following locations:

Clinic	**Location**	**Equip.Upgrade/Monitoring Services**
Edinburg	Central Office-1304 S. 25th. St. 3105 E. Richardson Road	Equipment Upgrade/Security
Elsa	708 Edinburg	Equipment Upgrade/Security
McAllen	300 E. Hackberry	Equipment Upgrade/Security
Mission	211 N. Schueback Rd.	Equipment Upgrade/Security
Pharr	300 W. Hall Acres	Equipment Upgrade/Security
Weslaco	1901 N. Bridge	Equipment Upgrade/Security

for a total $5,047.90 for equipment upgrade which includes labor [distributed among 7 sites] and the monitoring services are for a term of three (3) years commencing 12-01-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

The equipment upgrade expenditure of $5,047.90 to be divided amount the separate locations for payment.
Security Monitoring Services will be addressed by each site.

Attachments

Legal's approval
Addendum
Buyboard 433-13
Backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2016 12:56 PM
Budget & Management	Veronica Ortiz	11/10/2016 01:14 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Marty Salazar		Started On: 11/09/2016 09:48 AM
Final Approval Date: 11/10/2016		

Zimbra **elena.gomez@co.hidalgo.tx.us**

Re: Superior Alarms- Agreements

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Nov 09, 2016 11:57 AM

Subject : Re: Superior Alarms- Agreements

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Hi Marty,

Do we still have the agreement with Superior Alarms that the addendum approved in 2013 applies to all future contracts, including this one? If so, then I approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

Edinburg Clinic Security

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1147

We send the police there in a hurry!

June 18th, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo 2802 South Business Highway 281 Edinburg, Texas 78539 956-318-2626	Superior Alarms 600 Ash Avenue McAllen, Texas 78501 800-580-6001
_____	_____
_____ Title	President

J. Salazar @ Superior alarms. com

BuyBoard Logo

Skrqh=#;3309<805<4<
Id{=#;33054408787
Hp dlo=#DqirC ex|erdug1frp

Z hdfrp h#**Elena** ^#Orj#R ii \#

Administration | RFQ | Reports | Shopping Cart | Help

Vhdufk=#

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Yhqgruw
Superior Alarms[X]
Sulfh#Udqjh
Show all prices
Fdwhjru|
None Selected
Frqwudfw
None selected

Additional Searches:

Vhdufk#e|#Yhqgru

Eurzvh#Frqwudfwv

Dqqlwrqdd#Uhvrxufhv

Vendor Contract Information

Back

Vendor Name:	Superior Alarms
Address:	600 Ash Avenue McAllen, TX 78501
Phone Number:	(956) 682-6005
Email:	buyboard@superioralarms.com
Website:	http://www.superioralarms.com
Federal ID:	74-2420252
Contact:	Alan Yoder
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	No
Contract Name:	Radio Communications Products
Contract Description:	Dispatch & mobile solution systems; full line of radio products, networks, & infrastructure; paging systems; vehicle event recorders; GPS tracking systems; mobile & fixed digital surveillance systems; service/repair & installation
Contract#:	433-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	1% in 10/Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	433-10
Return Policy:	New parts are accepted for return within 30 days ARO if in manufacturers box. We will issue credit, exchange or refund depending upon circumstances

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**

Frqwdfw#xv#;3309<805<4<#

Requisition

Req # 00309427

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 433-13 UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES. EFFECTIVE DATE DECEMBER 1, 2016 DO NOT DUPLICATE ORDER		
1.00	EACH	PART XT50DPCB CATALOG DPM CONTROL PANEL	143.50	143.50
1.00	EACH	PART 263C CATALOG DMP CELLULAR DIALER	367.00	367.00
1.00	EACH	LABOR	150.00	150.00
1.00	EACH	WIRELESS MONITROING FEE 6 MONTHS	150.00	150.00
		Account No	Encumbrance	
			Freight	.00
			Total	810.50
		INSTALLATION SITE: WESLACO CLINIC, 1901 N. BRIDGE, WESLACO, TX		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		6-1293-441-00-340.005-0-430	$660.50	
		6-1100-441-00-340-003-0-413	$150.00	

Authorized By: _____

Req# 309427

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

September 2, 2016

Hidalgo Co. Health & Human Services
Attn: Josie
1304 S. 25th St
Edinburg, TX. 78541
383-6221

Installation Address:
1901 N. Bridge
Weslaco, TX

SCOPE OF WORK: UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES.

QTY	PART #	CATALOG	DESCRIPTION	BUYBOARD 0% DISCOUNT	TOTAL
1	XT50DPCB	DPM	CONTROL PANEL	$143.50	$143.50
1	263C	DMP	CELLULAR DIALER	$367.00	$367.00

EQUIPMENT TOTAL:	**$510.50**
LABOR:	**$150.00**
GRAND TOTAL:	$660.50

Texas BuyBoard Catalog 433-13

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Sig

Accepted by: _____ Date _____

Respectfully,
Flor Salazar,
Sales

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER	
		Superior	Flor

SUBSCRIBER

NAME: Hidalgo County Health & Human Services
ADDRESS: 1304 S. 25th st. (STREET / SUITE/APT. NO)
CITY: Edinburg STATE: TX ZIP CODE: 78541
TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 1901 N. Bridge City Weslaco State TX Zip
Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☐ Low Battery ☐ Medical ☐ Close ☐ Open ☑ Other cell

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Weslaco P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Elva Murphy	(956) 973-6970 ( )	( )	Shots
2	Amber Garcia	(956) 223-8686 ( )	( )	Shots
3	Veronica Garcia	(956) 570-2154 ( )	( )	Shots
4	Jessica De La Fuente	(956) 472-9686 ( )	( )	Shots
5	Linda Michels	(956) 325-3620 ( )	( )	Shots

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken
Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

Please Sign Here

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) ✓ Annual Fee $ 300.00 + tax

4 No. of payments equal payments of $ 150.00 TAX EXEMPT each payable Semi on the 1st day of Dec & May, beginning Dec 1, 2016 and continuing regularly and Semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED
By Title VP Admin
Date 11/8/16

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 5/11

Requisition

Req # 00309428

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 433-13 UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES. EFFECTIVE DATE DECEMBER 1, 2016 DO NOT DUPLICATE ORDER		
1.00	EACH	PART XT50DPCB CATALOG DPM CONTROL PANEL	143.50	143.50
1.00	EACH	PART 263C CATALOG DMP CELLULAR DIALER	367.00	367.00
1.00	EACH	LABOR	150.00	150.00
1.00	EACH	WIRELESS MONITROING FEE 6 MONTHS	150.00	150.00
		Account No	Encumbrance	
			Freight	.00
			Total	810.50
		INSTALLATION LOCATION: MCALLEN CLINIC, 300 E. HACKBERRY, MCALLEN, TX REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		6-1293-441-00-340-005-0-430	$ 660.50	
		6-1100-441-00-340-003-0-413	$ 150.00	

Authorized By: _____

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

September 2, 2016

Hidalgo Co. Health & Human Services
Attn: Josie
1304 S. 25th St
Edinburg, TX. 78541
383-6221

Installation Address:
300 E. Hackberry
Mcallen, TX

SCOPE OF WORK: UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES.

QTY	PART #	CATALOG	DESCRIPTION	BUYBOARD 0% DISCOUNT	TOTAL
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EQUIPMENT TOTAL:	**$510.50**
LABOR:	**$150.00**
GRAND TOTAL:	$660.50

Texas BuyBoard Catalog 433-13

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Sig

X _____ _____

Accepted by: Date

Respectfully,
Flor Salazar
Sales

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Superior Flor

SUBSCRIBER

NAME Hidalgo County Health & Human Services

ADDRESS 1304 S. 25th STREET SUITE/APT NO. ST.

CITY Edinburg STATE TX ZIP CODE 78541

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 300 E. Hackberry City McAllen State TX Zip

Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☐ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☑ Other cell

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	McAllen PD.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE #	(Desc)	ALTERNATE PHONE #	(Desc)	CODE WORD
1	Vicky Garza	(956) 776-7744	( )	( )		Dog
2	Rudy Gonzalez	(956) 358-0062	( )	( )		Dog
3	Gloria Moreno	(956) 292-5794	( )	( )		Dog
4	Diana Alaniz		( )	( )		Dog
5			( )	( )		

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI	SAT.
OPEN							
CLOSE							

Please Initial

Activity Report ☐ Yes ☐ No ☐ Monthly

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) X Annual Fee $ 300.00 + tax

6 No. of payments equal payments of $ 150.00 TAX EXEMPT, each payable semi on the 1st day of Dec & May, beginning Dec 1, 2016 and continuing regularly and semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

X SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title Admin

Date 11/8/16

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:

Date

T S MOORE PRINTING 956.687.6868 5/11

Requisition

Req # 00309435

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 433-13 UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES. EFFECTIVE DATE DECEMBER 1, 2016 DO NOT DUPLICATE ORDER		
1.00	EACH	PART XT50DPCB CATALOG DPM CONTROL PANEL	143.50	143.50
1.00	EACH	PART 263C CATALOG DMP CELLULAR DIALER	367.00	367.00
1.00	EACH	LABOR	150.00	150.00
1.00	EACH	WIRELESS MONITROING FEE 6 MONTHS	150.00	150.00
		Account No	Encumbrance	
			Freight	.00
			Total	810.50
		INSTALLATION ADDRESS: PHARR CLINIC, 300 W HALLACRES, PHARR, TX		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		6-1293-441-00-340-005-0-430 $660.50 6-1100-441-00-340-003-0-413 $150.00		

Authorized By: _____

Req # 309435

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

September 2, 2016

Hidalgo Co. Health & Human Services
Attn: Josie
1304 S. 25th St
Edinburg, TX. 78541
383-6221

Installation Address:
300 W. Hall Acres
Pharr, TX

SCOPE OF WORK: UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES.

QTY	PART #	CATALOG	DESCRIPTION	BUYBOARD 0% DISCOUNT	TOTAL
1	XT50DPCB	DPM	CONTROL PANEL	$143.50	$143.50
1	263C	DMP	CELLULAR DIALER	$367.00	$367.00

EQUIPMENT TOTAL:	**$510.50**
LABOR:	**$150.00**
GRAND TOTAL:	$660.50

Texas BuyBoard Catalog 433-13

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

X _____ _____

Accepted by: Date

Respectfully,
Flor Salazar
Sales

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Supplies Flor

SUBSCRIBER

NAME: Hidalgo County Health & Human Services

ADDRESS: 1304 S. 25th St. (STREET)

CITY: Edinburg STATE: TX SUITE/APT NO: 78541 ZIP CODE

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 300 W. Hall Acres City Pharr State TX Zip

Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☐ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☑ Other cell

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Pharr P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Laila De Leon	(956) 648-5566 ( )	( )	Angels
2	Ana Franco	(361) 537-1986 ( )	( )	Angels
3	Janie Juarez	(956) 463-9862 ( )	( )	Angels
4	MaTeresa Barbosa	(956) 619-1789 ( )	( )	Angels
5	Rose Mary Ochoa	(956) 624-0961 ( )	( )	Angels

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

Please Initial

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) ✓ Annual Fee $ 300.00 + tax

6 No. of payments equal payments of $ 150.00 TAX EXEMPT, each payable Semi on the 1st day of Dec & May, beginning Dec 1, 2016, and continuing regularly and Semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

X SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title VP Admin

Date 11/8/16

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date

Monitoring Information Entered By Date

Billing Information Completed By Date

Billing Information Entered By Date

Form Filed in Customer File By Date

Approved by:

Date

T S MOORE PRINTING 956.687.6868 5/11

Requisition

Req # 00309439

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 433-13 UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES. EFFECTIVE DATE DECEMBER 1, 2016 DO NOT DUPLICATE ORDER		
1.00	EACH	PART XT50DPCB CATALOG DPM CONTROL PANEL	143.50	143.50
1.00	EACH	PART 263C CATALOG CELLULAR DIALER	367.00	367.00
1.00	EACH	LABOR	150.00	150.00
1.00	EACH	WIRELESS MONITROING FEE 6 MONTHS	150.00	150.00
		Account No	Encumbrance	
			Freight	.00
			Total	810.50
		INSTALLATION ADDRESS: ELSA CLINIC, 708 EDINBURG ST, ELSA, TX		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		6-1293-441-00-340-005-0-430	$660.50	
		6-1100-441-00-340-003-0-413	$150.00	

Authorized By: _____

Req 309439

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

September 2, 2016

Hidalgo Co. Health & Human Services
Attn: Josie
1304 S. 25th St
Edinburg, TX. 78541
383-6221

Installation Address:
708 Edinburg St
Elsa, TX

SCOPE OF WORK: UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES.

QTY	PART #	CATALOG	DESCRIPTION	BUYBOARD 0% DISCOUNT	TOTAL
1	XT50DPCB	DPM	CONTROL PANEL	$143.50	$143.50
1	263C	DMP	CELLULAR DIALER	$367.00	$367.00

EQUIPMENT TOTAL:	**$510.50**
LABOR:	**$150.00**
GRAND TOTAL:	$660.50

Texas BuyBoard Catalog 433-13

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

X _____ _____

Accepted by: Date

Respectfully,
Flor Salazar
Sales

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 661-6475

We send the police there in a hurry!

WALK THRU CHECK OFF SHEET

Customer Name: _____

Address: _____

Salesperson: _____

____**Arm/Disarm**

____**Panic** _____**Other**

____**Secure Perimeter Only (Stay)** _____**Other**

The items checked off above have been explained to me and I understand how to use the system installed. I understand that should I have further questions, I may contact my salesperson at the telephone number provided by the consultant or by calling (956)682-6005.

Signature: _____ **Date:** _____

We would appreciate the opportunity to share our services with your family, friends, and neighbors. Please list below the names and phone numbers of individuals you think would benefit from our company services.

1._____

2._____

3._____

Challenge Questions

Please answer at least one of the following questions. This question will be used to verify your identity in the event you forget your personal password. Once a Company Representative verifies your identity with this Challenge Question/Answer, you will be asked to change your personal password.

1. What was the last name of your favorite teacher? _____
2. What was your childhood nickname? _____
3. What is the last 5 digits of your driver's license number? _____
4. What street did you live on growing up? _____
5. What did you want to be when you grew up? _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER	
		Superior	Flor

SUBSCRIBER

Hidalgo County Health & Human Services

NAME 1304 S. 25th

ADDRESS Edinburg TX 78541

CITY STATE ZIP CODE

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 708 Edinburg st. City Elsa State TX Zip

Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☐ Panic ☑ Low Battery ☑ Medical ☐ Close ☐ Open ☐ Other cell

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Elsa P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Nora Gonzales	(956) 280-0518 ( )	( )	Rangers
2	Gloria Salinas	(956) 534-0253 ( )	( )	Rangers
3	Connie Sanchez	(956) 578-2386 ( )	( )	Rangers
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Please Initial

Activity Report ☐ Yes ☐ No ☐ Monthly

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) X Annual Fee $ 300.00 + tax

6 No. of payments equal payments of $ 150.00 TAX EXEMPT each payable semi on the 1st day of Dec & May, beginning Dec 1, 2016, and continuing regularly and semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

Sign & P

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title VP Ad

Date 11/8/16

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date

Monitoring Information Entered By Date

Billing Information Completed By Date

Billing Information Entered By Date

Form Filed in Customer File By Date

Approved by:

Date

T S MOORE PRINTING 956.687.6868 5/11

Requisition

Req # 00309424

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 433-13 UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES. EFFECTIVE DATE DECEMBER 1, 2015 DO NOT DUPLICATE ORDER		
1.00	EACH	PART XT50DPCB CATALOG DPM CONTROL PANEL	143.50	143.50
1.00	EACH	PART 263C CATALOG DMP CELLULAR DIALER	367.00	367.00
1.00	EACH	LABOR	150.00	150.00
1.00	EACH	WIRELESS MONITORING FEE 6 MONTHS	150.00	150.00
		Account No	Encumbrance	
			Freight	.00
			Total	810.50
		INSTALLATION SITE: 3105 E. RICHARDSON, EDINBURG, TX		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		6-1293.441-00.340-005-0-430	$ 660.50	
		6-1100-441-00-340-003-0-413	$ 150.00	

Authorized By: _____

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

September 2, 2016

Hidalgo Co. Health & Human Services
Attn: Josie
1304 S. 25th St
Edinburg, TX. 78541
383-6221

Installation Address:
3105 E. Richardson
Edinburg, TX

SCOPE OF WORK: UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES.

QTY	PART #	CATALOG	DESCRIPTION	BUYBOARD 0% DISCOUNT	TOTAL
1	XT50DPCB	DPM	CONTROL PANEL	$143.50	$143.50
1	263C	DMP	CELLULAR DIALER	$367.00	$367.00

EQUIPMENT TOTAL:	$510.50
LABOR:	$150.00
GRAND TOTAL:	$660.50

Texas BuyBoard Catalog 433-13

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Sign

X _____ _____

Accepted by: Date

Respectfully,
Flor Salazar
Sales

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER	
		Superior	Flor

SUBSCRIBER

NAME: Hidalgo County Health & Human Services
ADDRESS: 1304 S. 25th st. (STREET)
CITY: Edinburg, (STATE) TX (ZIP CODE) 78541
TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 3105 E. Richardson City Edinburg State TX Zip
Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☐ Burglar ☐ Panic ☐ Low Battery ☐ Medical ☐ Close ☐ Open ☐ Other cell

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg P. D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Laura Martinez	(210) 618-8203 ( )	( )	Purple
2	Marissa Ayala	(956) 525-1296 ( )	( )	Purple
3	Teresa Alfaro	(956) 292-8479 ( )	( )	Purple
4	Enedelia Del Angel	(956) 393-0137 ( )	( )	purple
5	Nora Gonzalez	(956) 280-0518 ( )	( )	purple

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken
Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

Please Sign Here

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) X Annual Fee $ 300.00 + tax

6 No. of payments equal payments of $ 150.00 + tax EXEMPT, each payable Semi on the 1st day of Dec & May, beginning Dec 1, 2016, and continuing regularly and Semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

X
SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:
By Title VP Admin
Date 11/8/16

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 5/11

Requisition

Req # 00309419

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No: BUYBOARD 433-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 433-13 UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES. WILL BE REMOVING SECURITY DEVICES FROM EXISTING SYSTEM FOR SEPARATE MONITORING PANELS EFFECTIVE DATE DECEMBER 1, 2016 DO NOT DUPLICATE ORDER		
1.00	EACH	PART NX-848-FP CATALOG GE CONTROL PANEL, KP KIT	263.02	263.02
1.00	EACH	PART NX-592E CATALOG GE GSM MODULE	238.00	238.00
1.00	EACH	PART SMP3 CATALOG ALTRONIX POWER SUPPLY	37.60	37.60
1.00	EACH	LABOR	300.00	300.00
1.00	EACH	WIRELESS MONITORING FEE 6 MONTHS	150.00	150.00
		Account No	Encumbrance	
			Freight	.00
			Total	988.62
		INSTALLATION ADDRESS: MISSION CLINIC, 211 N. SCHUERBACK DR., MISSION, TX		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		6-1293-441-00-340-005-0-430	$ 838.62	
		6-1100-441-00-340-003-0-413	$ 150.00	

Authorized By: _____

Req # 309419

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

September 2, 2016

Hidalgo Co. Health & Human Services
Attn: Josie
1304 S. 25th St
Edinburg, TX. 78541
383-6221

Installation Address:
211 E Schuerback Dr.
Mission, TX

SCOPE OF WORK: UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES. WE WILL BE REMOVING SECURITY DEVICES FROM EXISTING SYSTEM FOR SEPARATE MONITORING PANELS.

QTY	PART #	CATALOG	DESCRIPTION	BUYBOARD 0% DISCOUNT	TOTAL
1	NX-848-FP	GE	CONTROL PANEL, KP KIT	$263.02	$263.02
1	NX-592E	GE	GSM MODULE	$238.00	$238.00
1	SMP3	ALTRONIX	POWER SUPPLY	$37.60	$37.60
				EQUIPMENT TOTAL:	**$538.62**
				LABOR:	**$300.00**
				GRAND TOTAL:	$838.62

Texas BuyBoard Catalog 433-13

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

Sig

X _____ _____

Accepted by: Date

Respectfully,
Flor Salazar
Sales

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER	
		Superior	Flor

SUBSCRIBER

Hidalgo County Health & Human Services
NAME
1304 S. 25th St.
ADDRESS STREET SUITE/APT. NO
Edinburg, TX 78541
CITY STATE ZIP CODE
TEL. NO. ( ) ( )
FAX NO. ( ) S. S. NO.
TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 211 E. Schuerbach Dr. City Mission State TX Zip
Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☑ Panic ☑ Low Battery ☐ Medical ☐ Close ☐ Open ☑ Other cell

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Mission P.D	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Cecilia Lopez	(956) 605-5599 ( )	( )	Baby
2	Tina Salazar	(956) 252-8409 ( )	( )	Baby
3	Priscilla Castellanos	(956) 900-1582 ( )	( )	Baby
4	Itze Arce	(956) 371-0907 ( )	( )	Baby
5	Yanira Ramirez	(956) 777-3958 ( )	( )	Baby

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:
☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report ☐ Yes ☐ No ☐ Monthly

Please Sign Here

Early Open Allowance
Late Open Allowance
Late Close Allowance
Mailed to:

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) X Annual Fee $ 300.00 + tax

6 No. of payments equal payments of $ 150.00 TAX EXEMPT, each payable semi on the 1st day of Dec & May, beginning Dec 1, 2016 and continuing regularly and semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:
By Title VP Admin
Date 11/8/16

For Office Use Only Typed by Checked by

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY

FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date
Monitoring Information Entered By Date
Billing Information Completed By Date
Billing Information Entered By Date
Form Filed in Customer File By Date

Approved by:
Date

T S MOORE PRINTING 956.687.6868 5/11

Requisition

Req # 00309418

PO #

Date: 11/08/16

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78501-8502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Josie Escalant
956-383-6221

Contract No: BUYBOARD 433-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 433-13 UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES 3 YEAR TERM EFFECTIVE DATE DECEMBER 1, 2016 DO NOT DUPLICATE ORDER		
1.00	EACH	PART NX-848-FP CATALOG GE, CONTROL PANEL, KP KIT,	263.02	263.02
2.00	EACH	PART NX-148-FP CATALOG, GE KEYPAD	71.58	143.16
1.00	EACH	PART NX-592E CATALOG GE, GSM MODULE	238.00	238.00
1.00	EACH	PART SMP3 CATALOG ALTRONIX POWER SUPPLY	37.60	37.60
1.00	EACH	LABOR	225.00	225.00
1.00	EACH	WIRELESS MONITORING FEE 6 MONTHS	270.00	270.00
		Account No	Encumbrance	
			Freight	.00
			Total	1,176.78
		INSTALLATION ADDRESS: CENTRAL OFFICE, 1304 S. 25TH AVE, EDINBURG, TX		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		6-1293-441-00-340-005-0-430 $906.78		
		6-1100-441-00-340-003-0-413 $270.00		

Authorized By: _____

Rq# 309418

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

September 2, 2016

Hidalgo Co. Health & Human Services
Attn: Josie
1304 S. 25th St
Edinburg, TX. 78541
383-6221

Installation Address:
1304 S. 25th
Edinburg, TX

SCOPE OF WORK: UPGRADE SECURITY PANEL FOR WIRELESS MONITORING TO BE ABLE TO DO CODE CHANGES WITHOUT HAVING TO SEND TECH TO JOB SITES.

QTY	PART #	CATALOG	DESCRIPTION	BUYBOARD 0% DISCOUNT	TOTAL
1	NX-848-FP	GE	CONTROL PANEL, KP KIT	$263.02	$263.02
2	NX-148E	GE	KEYPAD	$71.58	$143.16
1	NX-592E	GE	GSM MODULE	$238.00	$238.00
1	SMP3	ALTRONIX	POWER SUPPLY	$37.60	$37.60
				EQUIPMENT TOTAL:	**$681.78**
				LABOR:	**$225.00**
				GRAND TOTAL:	$906.78

Texas BuyBoard Catalog 433-13

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: 50% down or P.O. number, Balance upon completion

X _____ _____

Accepted by: Date

Respectfully,
Flor Salazar
Sales

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER	COMMUNICATOR MAKE & MODEL DATE ON LINE	DEALER
		Superior Fbr

SUBSCRIBER

NAME Hidalgo County Health & Human Services

ADDRESS 1304 S. 25th st. STREET SUITE/APT. NO.

CITY Edinburg, STATE TX ZIP CODE 78539

TEL. NO. ( ) ( )

FAX NO. ( ) S. S. NO.

TDL# Email

COMPANY

Superior Alarms
600 Ash Avenue, McAllen, TX 78501
Ph. (956) 682-6005
FAX (956) 213-1179

LOCATION OF ALARM DEVICES

Physical Address 1304 S. 25th st. City Edinburg State TX Zip

Directions to Subscriber's Location:

CONDITIONS MONITORED

☐ Fire ☐ Hold-up ☑ Burglar ☐ ~~Panic~~ ☐ ~~Low~~ Battery ☐ Medical ☐ Close ☐ Open ☑ ~~Other~~ cell Partition

TYPE OF INSTALLATION

☐ Business ☐ Warehouse ☐ Office ☐ Store ☐ Factory ☐ Other

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO	ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY YES	VERIFY NO	AUDIBLE YES	AUDIBLE NO

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	Edinburg P.D.	( )
	Local Fire Department		( )
	Other		( )
	Other		( )

AUTHORIZED INDIVIDUALS TO BE NOTIFIED

IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1	Rigo Hinojosa	(956) 821-7040 ( )	( )	Zone 1
2	Eddie Olivarez	(956) 457-1772 ( )	( )	measles
3	Connie Sanchez	(956) 5782386 ( )	( )	Zone 2
4	Josie Escalante	(956) 532-1507 ( )	( )	Lung
5	Mike Escanane	(956) 605-2005 ( )	( )	Zone 3

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager small pox

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close:

☐ Log only (no action) ☐ Supervised (action outside specified timed) Action to be taken

Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance

Late Open Allowance

Late Close Allowance

Mailed to:

Activity Report ☐ Yes ☐ No ☐ Monthly

Please Sign Here

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) ☒ Annual Fee $ 540.00 + tax

6 No. of payments equal payments of $ 270.00 TAX Exempt each payable semi on the 1st day of Dec & May, beginning Dec 1, 2016, and continuing regularly and semi thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.

SUBSCRIBER MUST SIGN IN THREE PLACES

SIGNATURE OF SUBSCRIBER DATE

ACCEPTED:

By Title VP Ops

Date 11/8/16

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FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By Date

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Billing Information Completed By Date

Billing Information Entered By Date

Form Filed in Customer File By Date

Approved by:

Date

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TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement; and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sloe discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees • Terms • Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or $5.00, whichever Is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees • Terms • Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of Installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever; (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the aforegoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may imposes fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR $250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damage, if any, which may proximately result from a failure by Company to perform any of the obligations contained in this Agreement, because of, among other things:

(1) the uncertain amount of value of a Subscriber's property or the property of others kept on the Premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the Service is designed to detect or avert;

(2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and

(3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OF GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR $250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTIRBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS. EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

Sign

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that, (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all Installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor of assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) afore) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when receipted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and shall supersede all prior agreements, commitments, representations, writings, negotiations and discussions between them except that all acknowledgments, representations and warranties made to Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural, as the occasion may require. Unless the content otherwise specifies or requires, the informational terms delineated, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence to this Agreement and each and every provision thereof. If any provision of this Agreement is held illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the hairs, personal representatives, successors and assigns of the parties hereto. This agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which, together, shall constitute one and the same instrument. Whenever Company is entitled to consent to any act, matter or thing, "with or without cause" or whenever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is granted discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company, as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreasonable, and any such refusal or exercises shall not be subject to appeal to or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.

EQUIPMENT PURCHASE AGREEMENT (COMMERCIAL)

SUPERIOR ALARMS
600 Ash Avenue • McAllen, Texas 78501
(956) 682-6005 • 1-800-580-6001 • FAX 213-1179

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter called "this Agreement") is entered into this 7th day of Nov, 20 04, by and between **ALAN YODER ENTERPRISES, INC., d/b/a SUPERIOR ALARMS**, a Texas corporation, whose mailing address is 600 Ash Avenue, McAllen, Texas 78501, telephone (956) 682-6005, fax (956) 213-1179 (hereinafter called "Company") and Hidalgo County Health & Human Services whose mailing address is 1304 S. 25th St. Edinburg, TX telephone ( ) 383-6221, fax ( ) _____ (hereinafter called "Subscriber").

I. Sales and Installation Agreement

A. Subject to the terms and conditions herein set forth, Company agrees to sell the equipment (hereinafter called the "System") specified on the attached Rider and to install and make operational the System at the location (hereinafter called the "Premises") likewise set forth on the attached Rider. In consideration of such, Subscriber agrees to pay Company at its address set forth in the introductory Paragraph of this Agreement or such other address as Company may indicate on the attached Rider the sum of 5,047 **AND** 90 **/100 ($) DOLLARS** as follows: (a) $ _____ upon execution of this Agreement, (b) $_____ upon substantial completion of pre-wiring and any other necessary pre- installation construction; and (c) $ 5047.90 upon substantial completion of the installation of the System or as otherwise provided on the attached Rider. Subscriber, however, understands that if, upon scrutiny of the Premises after Subscriber's execution of this Agreement, Company or one of its authorized contractors determines that the Premises are not suitable for the exact System described in the attached Rider, Company will install and make the System operational using alternative technology at such additional cost as agreed by Company and Subscriber following the inspection. In the event that Subscriber does not desire to utilize such alternative technology or to pay any additional cost, then this Agreement shall terminate as of the date of such decision, neither party shall owe to the other any further duty or obligation under this Agreement; and Subscriber shall be entitled to receive promptly a refund of any amounts previously paid hereunder.

B. In order that Company may perform the installation set forth herein, Subscriber shall provide Company with unrestricted access to the Premises at all reasonable times and permit the installation, repair, service and/or maintenance of the System in accordance with the attached Rider and Company's standard practices. Subscriber will also provide adequate space, lighting and electrical power for the installation and activation of the System. Company will install the System in substantial compliance with all applicable building codes and other applicable governmental requirements; and except as may be changed or altered pursuant to Paragraph A afore, in accordance with the attached Rider and any details and instructions specified therein.

C. Subject to the terms and conditions herein set forth, Company agrees to install the System within the time indicated on the attached Rider or if no time is set forth, within ten (10) days after this Agreement becomes effective, subject to delays caused by strikes, unavailability of materials, labor shortages, delays in receipt of materials, acts of God, fire, accidents, boycotts, storm or inclement weather, force majeure and other causes beyond Company's control. If Company fails to complete the installation of the System within the applicable time limit (unless such failure results from force majeure or other caused beyond Company's control), Subscriber (as his sole remedy) may either terminate this Agreement by giving Company notice of such decision within five (5) days after the expiration of the applicable time limit, in which event Subscriber shall be entitled to receive promptly a refund of any amount previously paid hereunder and neither party shall owe to the other any further duty or obligation hereunder, or waive such failure and continue this Agreement, but with no change in Subscribers obligations under this Agreement and with no reduction in the purchase price for the System. Subscriber's failure to give timely notice of cancellation as provided in the just preceding sentence shall be deemed an election to continue this Agreement. If Subscriber is responsible for any substantial delay in installing the System, Company may, at its sole discretion, increase the purchase price for the System by ten (10%) percent per delay, as liquidated damages and not a penalty, or terminate this Agreement pursuant to Section V hereof.

D. Company shall have a security interest in the System sold hereunder until it is fully paid; and Subscriber agrees to perform all acts which may be necessary to perfect Company's security interest in the System. Should Subscriber default in any payment for the System, Subscriber authorizes and empowers Company to remove the System (to the extent allowed by law) from the Premises, to disconnect the System or to render the System incapable of communicating with any monitoring facilities by direct or remote programming or through any other means, and to enforce any and all of Company's rights as a secured party under the Uniform Commercial Code-Secured Transaction; and the exercise of such rights shall not be deemed a waiver of Company's right to damages sustained as a result of Subscriber's default or any other legal remedies or rights. Furthermore and unless otherwise required by law, Company shall be in no way obligated to repair, restore or redecorate the Premises in the event the System is removed pursuant to this Agreement; and Subscriber hereby releases Company for all such foregoing expenses, loss and damage incurred by the Subscriber in this regard. Risk of loss or damage to the System shall pass to Subscriber upon delivery to the Premises, whether installed or not. Subscriber agrees that the System, upon installation, shall remain personal property; and in no event shall the System be deemed to be realty, whether affixed to Premises or not.

II. Subscribers Use of System

A. Subscriber shall follow all of Company's instructions regarding the maintenance and use of the System; and Subscriber will not allow or permit alteration of the System except in a manner approved in writing by Company. Subscriber shall test the System for proper operation at least once a month.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to the System. Unless otherwise provided in the attached Rider, Subscriber shall also reimburse Company for any building permits and other fees Company is required to pay under local or other governmental ordinances or laws in order to install the System at the Premises.

C. If Company reasonably determines that the System is generating an excessive number of false alarms or signals which may adversely affect the monitoring facilities or subject Company to liability under a contract with a monitoring facility, Company may, after notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or signals, if such excessive generation continues.

III. LIMITED WARRANTY OF COMPANY ON SYSTEM:

Company shall not have any liability to Subscriber or to anyone claiming through Subscriber whatsoever with respect to the System except under the Limited Warranty, as follows:

Company ("Warrantor") warrants to the Subscriber ("You") the System to be free from defects in materials and workmanship for one year from date of the original installation under normal use and service. Warrantor's obligation is limited to repairing or replacing, with reconditioned parts, at its option, free of charge for parts and labor, any component of the System proven to be defective in materials or workmanship under normal use and service. This Limited Warranty, however, is not transferable and obligations under it terminate if the System is resold by You. This Limited Warranty does not cover defects caused by: physical abuse to, or misuse of, the System or operation thereof in a manner contrary the accompanying instructions.

Should it appear that a defect in material or workmanship in the System exist, You should outline all pertinent detail in a written notice and deliver the notice to Company at the address of Company indicated in the introductory paragraph of this Agreement. Following receipts of the notice a representative of Company will make an inspection of the System; and if a defect in material or workmanship exist in the System, remedial correction action will be scheduled (and taken) within ten (10) calendar days after your notice.

THERE ARE NO EXPRESSED WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES MADE BY WARRANTOR TO YOU IN CONNECTION WITH THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO CASE SHALL WARRANTOR BE LIABLE TO YOU OR TO ANYONE CLAIMING THROUGH YOU FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY WARRANTOR'S OWN NEGLIGENCE OR FAULT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This Limited Warranty replaces any and all previous warranties, and is the only warranty made by Warrantor on the System.

IV. Limitation of Liability

A. Subscriber understands that local governments or other governmental entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE SYSTEM ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto.

B. EVEN IF THE SYSTEM OF SUBSCRIBER IS TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT THE SYSTEM WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE SYSTEM COMMUNICATES AN EMERGENCY SIGNAL TO MONITORING FACILITY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

C. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the System and its operation, except to the extent specified in Section III afore. Subscriber acknowledges and agrees that Company is not an insurer and that the purchase price for the System is not designed to provide insurance coverage. COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SYSTEM WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGES, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM

DATE: November 9, 2016

2016
Transfer

AI -

DEPARTMENT HEAD: Eduardo Olivarez

DEPARTMENT NAME: Health & Human Services

ACCOUNT NUMBER: 6-1100-441-00-340-003-0-

Contact Person: Mike Escaname **Ph#:** 7210

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
640	HEALTH CLINICS-REFERENCE MATERIALS	430	HEALTH CLINICS-REPAIR & MAINT SRV	622.85
339	HEALTH CLINICS-OTHER PROF SRV	413	HEALTH CLINICS-ELEC SURVEILL & SECURIT	1,550.00
			TOTAL	2,172.85

REASON: ***To cover anticipated expenditure.***

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-57160 **Purchasing Department** **20. G. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of the negotiated agreement between Hidalgo County and TRISTAR Risk Management (ranked by HCCC on 09-13-16) including the Best And Final Offer (BAFO) for RFP No. 2016-193-08-10-YSS Quality Claims Administrator Services for Workers' Compensation.

BACKGROUND

Subject to HB 1295 Compliance

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2202-419-50-115-066-0-350

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

BUDGETARY IMPACT:

Attachments

57160 back up
HB 1295 Notice
1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2016 03:56 PM
Budget & Management	Veronica Ortiz	11/09/2016 03:58 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM
Form Started By: Yvette Salinas		Started On: 10/31/2016 04:35 PM
Final Approval Date: 11/10/2016		

C-16-193-11-15
CLAIMS SERVICE AGREEMENT-WORKERS' COMPENSATION

THIS CLAIMS SERVICE AGREEMENT ("Agreement") is made by and between **TRISTAR Risk Management, Inc.** a California corporation, hereinafter referred to as "TRISTAR," with principal offices at 100 Oceangate, Suite 700, Long Beach, CA 90802, and **Hidalgo County**, Texas, a political subdivision of the State of Texas, hereinafter referred to as "Client", with principal offices located at 2812 S. Highway 281, Edinburg, TX 78539.

In consideration of the mutual covenants and promises of the parties, TRISTAR hereby agrees to furnish to Client, and Client hereby agrees to receive from TRISTAR, those certain claims handling services identified in this Agreement, all on the terms and conditions set forth herein:

ARTICLE 1 – TERM

1.1 The initial term of this Agreement shall commence on January 1, 2017, and shall remain in effect continuously through December 31, 2017, unless terminated in accordance with the provisions of Article 12 of this Agreement. In addition, the parties may renew the Agreement on an annual basis for two (2) additional one (1) year terms. The Agreement shall renew automatically upon expiration of the preceding one (1) year term unless one of the parties gives the other party written notice of its desire not to renew the Agreement for an additional one (1) year term at least ninety (90) days prior to the expiration of the current Agreement.

ARTICLE 2 – DEFINITIONS

As used herein and in the performance of services by TRISTAR for Client, the following terms shall have the meanings described below:

2.1 Adjust or Adjustment: The process of handling and disposing of claims involving injury, death damage or loss, in accordance and consistent with generally accepted claims handling standards.

2.2 Administrative Agency: Any state, federal, or local governmental agency which supervises or regulates the handling of claims, including, but not limited to, industrial commissions, workers' compensation offices, bureaus, commissions, and state insurance departments and boards.

2.3 Allocated Loss Adjustment Expenses (ALAE):

A. Except as provided in Subsection 2.3.B below, those expenses arising out of or connected with the handling and disposition of claims by TRISTAR including, but not limited to:

1. Fees of attorneys, including representation at hearings or pretrial conferences;

2. Fees of court reporters;

3. Court costs, court fees and court expenses, service of process;

4. Costs of undercover operative and detective services;

5. Costs of employing experts for advice, opinions, or testimony concerning claims under investigation or in litigation and costs of appraisals;

6. Costs of independent medical examinations and/or evaluations for rehabilitation and/or to determine the extent of Client's liability;

7. Costs of legal transcripts of testimony taken at coroner's inquests, criminal proceedings, or civil proceedings;

8. Costs of copies of public records and/or medical reports;

9. Fees paid to witnesses and corresponding travel expenses;

10. Costs of photographs and photocopy services;

11. Vocational Rehabilitation, Medical Case Management and Utilization Review;

12. Electronic Index Bureau inquiry or reporting fees;

13. Interest paid as a result of litigation;

14. State-mandated electronic data interchange (EDI) costs.

15. Section 111 MMSEA of 2007 reporting.

B. "Allocated Loss Adjustment Expenses" shall not include (i) any of the fees, costs, or expenses that are included in the claims service fees payable to TRISTAR by Client as agreed to herein or (ii) any payment of benefits to claimant or claimant's representatives.

2.4 Authority Limit: That sum of money set forth in this Agreement for which TRISTAR shall have full and sole discretion and authority to adjust and make payments on behalf of Client unless advised differently by Client in writing.

2.5 Claim: A single exposure of liability involving actual or potential injury, death, loss or damage reported by Client to TRISTAR which might result in any payment being made on behalf of Client and for which TRISTAR establishes a claim file, with the following types:

A. Indemnity Claim: Each separate claim where a reserve is established in the indemnity category based on possible exposure, regardless of whether or not any indemnity payment is ultimately made.

B. Medical-Only Claim: Each separate claim where an indemnity reserve is never established, but a medical reserve is established based on possible exposure.

C. Incident Report: A claim where no reserve of any kind is established.

2.6 Claim Adjustment File: Documentation of the claim adjustment process arising from any single incident involving one or more claimants and containing the relevant activity records, including written records of notices, investigations, evaluations, and payments.

2.7 Incident Date: The date of an event as reported by Client or as later revised by TRISTAR as the more appropriate date of occurrence.

2.8 Report Date of Claim: The date when Client first reports claim to TRISTAR.

2.9 Reserve: The monetary evaluation by TRISTAR of the estimated financial exposure to Client with respect to a claim.

2.10 Services: Those services described in Article 3 of this Agreement and Exhibit A hereto (which Exhibit is incorporated herein by reference) that are furnished by TRISTAR to Client in accordance with the terms of this Agreement, the applicable insurance policy if any, or in compliance with the laws of any state having jurisdiction over the claim.

ARTICLE 3 – AUTHORITY AND RESPONSIBILITIES OF TRISTAR

3.1 Subject to all the terms and conditions of this Agreement, TRISTAR shall have the authority and responsibility to provide claims adjusting and administration services for the Client in connection with claims or losses adjusted during the term of this Agreement.

3.2 In connection with its authority and responsibilities under this Agreement, TRISTAR shall:

A. Receive and examine, on behalf of the Client, all claims reported to it and initiate procedures for the proper servicing of each claim.

B. Investigate and adjust, settle or deny all claims in accordance with applicable insurance laws and Client guidelines, as provided in Article 4 hereof.

C. Upon approval or at the direction of the Client, engage the services of persons or firms outside its organization for work in connection with investigations and adjustment of claims and to incur other "Allocated Loss Adjustment Expenses" (as herein defined) at the Client's expense. Client shall have the right to require TRISTAR to cease using the services of any person or firm considered unsatisfactory by the Client.

D. Establish and adequately reserve each claim for which there is injury and/or anticipated liability and/or a formal claim has been made and code each claim in accordance with Client's statistical data requirements as may be mutually agreed upon.

E. Make timely payments of valid claims for compensation, rehabilitation expenses, and other required benefits payable under applicable insurance laws, together with Allocated Loss Adjustment Expenses, out of funds provided by the Client pursuant to Article 5 hereof subject to the limitations and requirements of this Agreement. If an authorized representative of the Client directs in writing that any payment not be made, and if after receipt of such notice TRISTAR nevertheless makes such payment, TRISTAR will reimburse Client for the payment(s).

F. Maintain an accurate and complete claim file on each reported claim which shall be available during normal business hours for inspection by the Client, its representatives or by appropriate regulatory authorities. The Client shall have the right to copy any and all claims files or any documents related to any claim. TRISTAR shall maintain and store closed claim files for no less than one year after the expiration of the statute of limitations applicable to each claim file or as otherwise directed by governing state law.

G. Provide all forms necessary for efficient claims administration and prepare and timely file all legally required forms and reports with the appropriate state and federal agencies.

H. In connection with the performance of its obligations under this Agreement, provide licensed claims adjusters and perform the services to be rendered in good faith, and in accordance with all applicable laws and regulations.

I. Protect and pursue any subrogation rights of the Client which may arise upon payment of claims and notify the Client of any subrogation rights which, through litigation or otherwise, may be available to the Client.

J. Perform all administrative and clerical work in connection with reported claims including the preparation of checks and/or drafts drawn on the loss fund established herein.

K. Respond immediately to any inquiry, complaint or request received from an Insurance Department, other Regulatory Agency, Client, claimant, agent, broker, or other interested party relating to a claim serviced under this Agreement; a copy of both the original inquiry and the TRISTAR's response shall be provided in a timely manner to Client.

L. Upon prior approval of Client, engage the services of licensed and/or Certified Health and Rehabilitation firms or individuals for Rehabilitation Management as may be required by state regulations.

M. Report all cases involving suspected fraud to the appropriate state mandated agency. Settlement authority is not permitted on cases of suspected fraud unless TRISTAR receives written authority from Client. When operating in states that require fraud to be reported to the state insurance department, TRISTAR must maintain an internal special investigative unit or contract with an entity to provide such services.

N. Provide first notice and status reports to excess insurers in accordance with the criteria and reporting format dictated by that excess carrier.

ARTICLE 4 - CLAIM SETTLEMENT AUTHORITY

4.1 Unless otherwise advised by the Client or in cases of suspected fraud, TRISTAR shall have authority to make payments on claim files with the following limitations:

A. Any settlement on a single claim file in excess of $5,000 shall first be approved by the Client.

B. Single payments of any allocated adjustment expense in excess of $10,000 shall first be approved by the Client.

C. Any settlement of a single claim file, which would involve an aggregate expenditure (of loss and Allocated Loss Expenses) in excess of the Client's SIR, must first be approved by Excess Carrier.

4.2 Client shall have the option of taking over the handling and settlement of any claim upon written notice to TRISTAR.

4.3 TRISTAR shall comply with claims procedures and guidelines as may be agreed to by TRISTAR and the Client.

ARTICLE 5 - CLAIM FUNDING/TRUST ACCOUNT

5.1 TRISTAR shall have the authority to draw upon a bank account which shall be established and funded by the Client for the purpose of making payments on claim files. It is the responsibility of the Client to have sufficient funding available in the account to allow TRISTAR to be able to make all payments in a timely manner and as required by law.

5.2 If the account is established by TRISTAR for Client, under TRISTAR's tax identification number at a banking institution selected by TRISTAR:

A. Client will incur no banking charges nor earn interest.

B. Client account will be exclusive to Client and funds will not be commingled with funds of any other Client.

C. Account will have a Positive Pay feature with daily electronic transmission of data from TRISTAR to bank.

D. TRISTAR accounting department will perform a monthly bank reconciliation and supply same to Client on a timely basis.

E. By 10th day of each month, TRISTAR will invoice Client for funds expended the previous month, so that the account can be replenished. Along with the invoice, Client will be provided with documentation, such as check registers, concerning funds expended in the previous month

5.3 If Client elects to arrange its own banking for claims funding, Client will be responsible for all banking fees and none of the services outlined in Article 5.2 will be provided by TRISTAR except for any documentation concerning funds expended the previous month.

5.4 Payments from Claims Fund: TRISTAR shall make payment of claims and Allocated Loss Adjustment Expenses from a claims payment account funded by Client (as provided in Article 5 of this Agreement).

5.5 No TRISTAR funding: Client acknowledges that at no time will TRISTAR be obligated to make any claims payments out of TRISTAR funds.

5.6 Requirements of Administrative Agencies: TRISTAR shall file, on a timely basis on behalf of Client, such forms and reports as may be required by any Administrative Agency concerning the claim fund account, including handling Escheat reporting.

5.7 1099 Filings: TRISTAR shall collect, process, and report data in the manner prescribed by the Internal Revenue Service for the purpose of preparing Client's 1099 Miscellaneous Income filing with respect to the claims payments which are the subject of this Agreement.

ARTICLE 6 – PAYMENT OF CLAIMS; DISCRECTIONARY AUTHORITY

6.1 Claims Payments: TRISTAR shall have the authority to make payments on any claim handled by TRISTAR pursuant to this Agreement.

6.2 Allocated Loss Expenses: TRISTAR shall have the authority to pay, on behalf of Client, any claims- related services falling within the definition of Allocated Loss Expenses.

6.3 Authority Limit: TRISTAR shall make no single payment in excess of its authority limit indicated in Article 4 to this Agreement, without the approval of Client.

6.4 Discretion: TRISTAR shall have the full and sole discretion to finally adjust or settle any claim in an amount equal to or less than the authority limit indicated in Exhibit A to this Agreement without supervision or direction from Client, and such adjustment or settlement shall be binding upon Client.

6.5 Reservation of Rights: TRISTAR reserves the right, on any particular claim, to disregard the authority granted in this Article 4 and treat said claim as requiring Client's approval prior to final disposition. Client reserves the right, on any particular claim, and upon written notice to TRISTAR, to revoke the authority granted in this Article 4 and treat such claim as requiring Client's approval prior to final disposition.

ARTICLE 7 – PROPRIETARY INTEREST

7.1 Ownership of Systems: All systems created or utilized by TRISTAR in the performance of activities under this Agreement shall belong to, and shall remain the property of, TRISTAR, and Client shall have no ownership interest therein. The term "systems" as used herein shall include, but shall not be limited to, computer programs, computer equipment, formats, risk data report formats, procedures, documentation and internal reports of TRISTAR, but such term shall not include claims adjustment file data.

7.2 Ownership of Files: TRISTAR shall be entitled to full and complete possession of all files and materials prepared by TRISTAR in the course of investigating or administering any claim under this Agreement, until this Agreement is canceled and all outstanding sums due to TRISTAR are paid by Client. After termination of this Agreement and the payment of all fees due to TRISTAR, Client shall be entitled to return of Client's files to the extent allowed by law.

7.3 Protection of Data: TRISTAR shall make reasonable efforts to ensure the availability of the computer loss data and the operation of the computer hardware. In the event of damage to or malfunction of the computer hardware or software, TRISTAR will use reasonable efforts to obtain replacement alternative computer hardware to restore service to an acceptable level in a timely manner. In the event that computer loss data is not available for use by the computer system utilized by TRISTAR, TRISTAR will attempt to reconstruct or recover such unavailable data from computer data files stored at remote locations and from source records, in order to restore service to an acceptable level in a timely manner.

7.4 Privacy of Data: TRISTAR will make reasonable efforts to maintain the confidentiality of the data supplied to and used by TRISTAR in the performance of this Agreement. TRISTAR will not disclose such data or the contents of the corresponding data files without the consent of Client. Notwithstanding the foregoing, Client agrees that TRISTAR shall have the right to use such data for the purpose of preparing and

disseminating analytical reports inclusive of the cumulative data of TRISTAR Clients, provided such use in no way specifically identifies Client or its operations or expenses, nor individual claimant information.

ARTICLE 8 – INDEPENDENT CONTRACTOR; AGENCY; SUBCONTRACTING

8.1 In the performance of this Agreement, TRISTAR, its affiliated corporations and the employees and officers of TRISTAR are independent contractors.

8.2 TRISTAR reserves the right to subcontract activities under this Agreement, but such action will not relieve TRISTAR of its obligations to Client in any way.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

9.1 TRISTAR agrees to defend and hold harmless Client, their officers, agents and employees, from and against any and all liability, loss, damage or expense, including attorney's fees, incurred in connection with claims or demands for damages arising out of the services provided under this Agreement, to the extent such claims or demands arise from or are caused by the negligence or willful misconduct of TRISTAR.

9.2 Client agrees to defend and hold harmless TRISTAR, their officers, agents and employees, from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages arising out of the services provided under this Agreement, except to the extent such claims or demands arise from or are caused by the negligence or willful misconduct of TRISTAR to the extent allowed by law.

9.3 TRISTAR shall, at all times while obligations under this Agreement remain to be performed by TRISTAR, maintain in force such insurances as are normal and customary or required by law to protect itself and its Clients, including the following:

A. Workers' Compensation Insurance under the laws of the states in which operations are conducted.

B. Comprehensive General Liability Insurance with limits of not less than $1 million including contractual liability and personal injury for libel, slander and assault insuring this Agreement.

C. An Errors and Omissions policy providing coverage in the amount of not less than $3 million.

D. A Fidelity bond providing coverage for all officers and other employees of TRISTAR (including "money and securities" coverage) in the amount not less than $1 million.

9.4 Client shall have the right to inspect each of the above-mentioned policies and bonds and TRISTAR, upon Client's request, shall cause its insurers to provide Client with a certificate of insurance or other evidence of coverage which provides Client with 30 days notice of cancellation.

9.5 In the event TRISTAR is unable, after using its best efforts, to obtain any of the above-mentioned coverages, it shall immediately notify Client. Client shall then have the opportunity to immediately terminate this Agreement or continue the Agreement upon the understanding that TRISTAR will continue to use its best efforts to obtain and thereafter immediately obtain any or all such coverages when and if they become available.

ARTICLE 10 – COMPENSATION

10.1 Exhibit A: Except as otherwise provided in this Agreement, Client shall compensate TRISTAR in accordance with the terms of Exhibit A to this Agreement. Fees will be for the term of the Agreement.

10.2 Separate Claims Fund: The compensation payable to TRISTAR under this Article 9 shall in no way include or affect the separate payment obligations of Client as respects the claims fund described in Article 5 of this Agreement or the direct payment for other services rendered by TRISTAR.

10.3 Payment Terms: All sums due TRISTAR are due and payable within twenty (20) days of receipt by Client of TRISTAR invoice.

10.4 Billing Disputes: Client shall have twenty (20) days from its receipt of any billing to dispute any bill, or portion of a bill, submitted by TRISTAR. Should Client fail to dispute a billing within the prescribed period of time, the billing shall be deemed correct.

ARTICLE 11-DEFAULT

11.1 The following are events of default under this Agreement:

A. Any material breach of this Agreement which is not cured by the breaching party within ten (10) days of receipt of notice of such breach by the other party.

B. Failure of Client to provide sufficient funds for payments on claims.

C. Failure of Client to pay Administration fees to TRISTAR as per Agreement.

D. Dissolution, liquidation, voluntary or involuntary bankruptcy of a substantial part or all of a party's business or entity.

11.2 The failure of either party to declare a default at the time of the defaulting event shall not act as a waiver to declare a default at a later date.

ARTICLE 12 – TERMINATION

12.1 This Agreement may be terminated by Client or TRISTAR as follows:

A. Upon ten (10) days written notice in the event of a default as defined in Article 11.

B. Immediately with written notice in the event of fraud, abandonment, gross or willful misconduct, insolvency, or lack of legal capacity, by either party.

12.2 This Agreement may be terminated by Client without cause upon thirty (30) days' written notice to TRISTAR.

12.3 Termination by Client: In the event this Agreement is terminated by Client, then any and all claims and unresolved recovery activities pending on the date of termination shall, at Client's option, either:

A. Continue to be handled by TRISTAR until the expiration of the period in which Client has paid the claims service fees, and thereafter on a time-and-expense basis at TRISTAR's prevailing hourly rate and expense method of billing when time and expenses are incurred, or

B. Thereafter be assumed and handled by Client or delegated by Client to some third party, provided, however, that TRISTAR shall be entitled to all fees earned or incurred prior to the effective date of termination without offset or reduction.

Client shall inform TRISTAR in writing, prior to the termination date of the contract, of the selected option. Should Client fail to inform TRISTAR or should agreement not be reached between TRISTAR and Client for the continued handling of the open claims, then TRISTAR, on the termination date, shall suspend all activity on Client's files, and TRISTAR thereafter shall have no responsibility for the disposition of such matters.

ARTICLE 13 - HIRING OF EMPLOYEES

13.1 Client agrees that during the term of, and for a period of two (2) years after the termination of this Agreement, it will not, without prior written consent of TRISTAR, hire any employee of TRISTAR or its affiliate who was assigned to, or performed, any service for Client in connection with this Agreement.

ARTICLE 14 -PAYMENT OF PENALTIES/ RECONCILIATION

14.1 Though TRISTAR claims handlers make every effort to avoid penalties, some are inevitable. All penalties are payable from the Claims Fund of Client. When penalties are due to improper processing by TRISTAR, TRISTAR will reimburse the Client or claims fund.

14.2 Recognizing that many penalties involve small amounts of money, the accounting cost of reconciling can outweigh the amounts to be reconciled. For that reason, TRISTAR performs reconciliation at the end of each service year, or quarterly for accounts with annual administration fees in excess of $500,000. Client is supplied documentation as to the reconciliation.

ARTICLE 15 - GENERAL PROVISIONS

15.1 The subject headings of the Articles of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

15.2 This Agreement sets forth the entire understanding of the parties and supersedes any prior Agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15.3 In the event of any conflict or ambiguity between the terms and provisions of this Agreement and any Exhibit attached hereto, the terms and provisions of the Exhibit shall govern.

15.4 Nothing in this Agreement shall be construed to mean that either party has waived any rights to seek a legal or equitable remedy for breach of this Agreement by the other party.

15.5 Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties:

Exhibit A- Relating to Fees payable to Tristar

Exhibit B- Fee Schedule for Managed Care Services (including fees for services provided by Injury Management Organization, Inc.)

15.6 TRISTAR may not assign, sell, transfer or otherwise convey, pledge or encumber any of its rights, obligations or interests under this Agreement without the prior written consent of the Client.

15.7 Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

15.8 This Agreement is performable in Hidalgo County, Texas, shall be governed by and construed in accordance with the laws of the State of Texas. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or void in any jurisdiction, the other provisions of this Agreement shall remain in full force and applicable law shall be construed in order to effectuate the purpose and intent of this Agreement.

15.9 Each notice or other instrument referred to in this Agreement shall be in writing and shall be deemed "given" to a party when delivered by hand, when given by facsimile transmission during normal business hours or three (3) days after a writing is deposited in the mail, postage prepaid and registered, addressed to each party at the address set forth below or at such other address as such party, by notice to the other party, may designate from time to time.

If to TRISTAR:

TRISTAR Risk Management, Inc.
100 Oceangate, Suite 700
Long Beach, CA 90802
Attention: Thomas J. Veale
Telephone: (562) 495-6600
Fax: (562) 432-8619

With a copy to:

TRISTAR Insurance Group, Inc.
2540 Route 130, Suite 109
Cranbury, NJ 08512
Attn.: General Counsel's Office

If to Client:

Hidalgo County Purchasing Department
Administration Building
2812 S. Highway 281
Edinburg, TX 78539

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives on the dates set forth below.

TRISTAR RISK MANAGEMENT, INC.

Date: _____ By: _____
Name: Thomas J. Veale
Title: President

HIDALGO COUNTY

Date: _____ By: _____
Name: Ramon Garcia
Title: County Judge

ATTEST

By: _____
Arturo Guajardo. Jr., County Clerk

Approved by Commissioners Court on _____

Approved as to Form:
Office of the Criminal District Attorney
Ricardo Rodriguez

_____
By:

EXHIBIT A
COMPENSATION

Claims Administration Fees

For services rendered pursuant to this Agreement, Client will pay TRISTAR an annual Claims Administration Fee of $142,500, payable in monthly installments of $11,875.

RMIS System Fees	Included in Administration Fee
Subrogation	Included in Administration Fee

ALAE Fees

Attorney Services	At cost
Field Services/Investigation	At cost
Attending hearings	$500 per BRC- includes travel, attendance to hearing, and reports.
Non-legal attending TWCC Hearings	Included in fees
Legal/File Review	At cost

Material Changes

Client agrees to review with TRISTAR, and adjust as appropriate, the fee charges shown above if, within the contract period, changes in Client's business take place which materially change the scope of service contemplated at contract inception.

Client also agrees to review with TRISTAR, and adjust as appropriate the fee charges shown above if, within the contract period, governmental laws or regulations go into effect which materially increase the work required on the part of TRISTAR which was not contemplated at contract inception.

Adjuster Reports

The pricing above contemplates no required adjuster reporting within the discretionary authority levels granted to TRISTAR. The pricing also contemplates that Client shall be on line with TRISTAR's computer system and will glean required information from the adjuster's electronic notes to the file. Any special reporting requirements of Client will be handled on a time-and-expense basis at TRISTAR's then prevailing time-and- expense method of billing.

Claims Reporting/Loss Runs

TRISTAR will store Client's reported claims data electronically to consist of claim file date, payment record date, and adjuster's notes for as long as open claims exist in the contracted year of service and Client renews with TRISTAR for the current contract year. Should Client not renew with TRISTAR, only open claims that TRISTAR is required to handle shall remain in

electronic storage. Any other storage, reload of data, or special requests will be handled on an agreed-price basis.

TRISTAR will provide Client with software to allow Client to interface with TRISTAR's computer system using Client's personal computer and modem, with Client bearing all telephone charges. Interface will allow Client to view claims payment records and adjuster notes.

TRISTAR will provide Client a report showing the states of each claim assigned, the total reserved amount, the total payments made, and the unspent reserves on each claim. In addition, TRISTAR will furnish a single set of loss analysis reports at no additional cost, along with a checks-issued register. The information will be furnished either on diskette or printed copy as per agreement with Client. TRISTAR shall make all normal efforts and take reasonable measures to forward such report to Client by the 25th date of the following month.

Any additional data manipulation requests or analysis reports requested by Client will be furnished in accordance with TRISTAR's ability to produce the report in a reasonable time period at an additional charge in accordance with TRISTAR's published report schedules or if special programming is required, on an agreed-cost basis in advance of preparation and delivery of the report.

Handling Period

In consideration of such compensation, TRISTAR shall handle all claims for the period of the Agreement.

EXHIBIT B
MANAGED CARE SERVICES FEES

Services to be provided by: Injury Management Organization, Inc. (IMO)

Utilization Review	$150.00 per request
Medical Bill Audits	$7.50 per bill
Use of PPO Networks	$275.00 per claim
Use Of Rx Discount Program	At cost

Services to be provided by: TRISTAR's preferred provider network*

Medical Case Management	$90.00 per hour, plus mileage at IRS mileage rate
Rehabilitation Services.....	$90. 00 per hour, plus mileage at IRS mileage rate
Vocational Case Management	$90. 00 per hour, plus mileage at IRS mileage rate

* TRISTAR's preferred provider network may include TRISTAR, its affiliates and subsidiaries (including TRISTAR Managed Care, Inc.), or third parties. These Services will be charged to Client as Allocated Loss Adjustment Expenses or, where required by state law, as loss. Client understands and agrees that TRISTAR may receive compensation in connection with these Services. The amount TRISTAR retains or receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider, or TRISTAR's mark-up of provider fees. The amounts retained or received by TRISTAR in connection with these Services are in addition to the fees and expenses paid to TRISTAR by Client under Exhibit A of this Agreement.

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

October 17, 2016

TRISTAR Risk Management
Jimmy Dyer, Director, Sales
100 Oceangate, Suite 700
Long Beach CA, 90802

via email: jimmy.dyer@tristargoup.net

Re: **HIDALGO COUNTY**
Best And Final Offer–**"Quality Claims Administrator Services for Workers' Compensation"**
RFP NO: 2016-193-08-10-YSS

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, September 13, 2016, please be advised that it has been approved by Hidalgo County Commissioner's Court to accept the response submitted by your organization as "qualified" and to enter into negotiations with County Of Hidalgo for the above referenced project with you.

Hidalgo County is requesting for consideration for a "Best and Final Offer" for the proposed scope of work and services for the mentioned project above.

We request that you submit a proposed "**Best And Final Offer" and a draft contract** by Monday, October 24, 2016 by 1:00 PM, or sooner. If negotiations prove unsuccessful, the next highest ranked company will be contacted.

Please re-submit Fee Schedule with BAFO pricing

We ask that you approve by signing below acknowledgment of receipt of this memo and via email to yvette.salinas@co.hidalgo.tx.us, with your "Best and Final Offer" response.

Signed: _____ **Title:** Director of Sales

Printed Name: Jimmy Dyer

TRISTAR℠
RISK MANAGEMENT

5151 Flynn Parkway, Suite 301
Corpus Christi, Texas 78411
T: 361-857-0115 Ext. 3013
M: 361-688-0449
F: 361-857-0123
www.tristargroup.net

October 21, 2016

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

Dear Ms. Salinas,

Thank you for the opportunity to submit our Best and Final Offer ("BAFO") and proposed contract to continue to provide Workers' Compensation Claims Administration services for Hidalgo County. All at TRISTAR value and appreciate our 13-year service relationship with the County, and we want to continue working in partnership with the County for many years to come.

Please find enclosed TRISTAR's BAFO Fee Schedule, with a revised flat annual fee included under the "Explain" section, and a draft contract as requested. Our flat annual fee represents a 5% reduction to our current flat annual fee.

Thank you again for this opportunity. We look forward to future discussions with the County.

Sincerely,

Jimmy Dyer
Director, Sales & Client Solutions

Fee Schedule

Must be completed and returned during the Negotiation Phase **only**. Failure to complete could result in rejection of RFP.

Services					
Claims Administration	**Fee per Claim**				
Workers Compensation	Life of Contract				
-Report Only	$ 30				
- Medical Only	$ 150				
- Indemnity	$ 895				
Administration Fee	$ 5,000 Annual Admin Fee				
Other	TRISTAR is proposing alternative Fixed Flat Annual fee schedule under Explain section below.				
Annual Fixed Fee Life of File or Life of Contract Pricing	**Fee per Claim**	**Flat Fee**	**Fee per Hour**	**No Charge**	**Mileage**
Field Services/Investigation	At cost				
Medical Case Management			$90.00		Yes
Utilization Review*		$150.00 Per request			No
Medical Bill Audits*		$8.00 Per bill			No
Use of PPO Networks*	$275.00 per claim				No
Use Of Rx Discount Program*	At costs				No
Attorney Services**	At costs				
Attending Hearings	$ 500 per BRC				
Legal/File Review	At costs				
Rehabilitation Services			$90.00		Yes
Vocational Case Management			$90.00		Yes
On-Line Computer Services	Included in fees				
Non-legal Personnel attending TWCC Hearings	Included in fees				
Run-Off Costs W/Comp	Life of Contract				

RMIS System and Services- Annual Administration Fee	Included in fees				
Subrogation Costs	Included in fees				

*NOTE 1: Provide the Contracted/Sub-Contracted firms proposed as providers for these services.

Injury Management Organization (IMO)

**NOTE 2: Provide list of at least three (3) Attorney Services firms for selection of firm.

Thornton Law Firm
Law Offices of Ricky Green
Dean Pappas & Associates

Are fees included in your proposed fee schedule include handling of the claim after suit is filed?

[X]YES [ ]NO

Are the fees proposed in fee schedule for life of this claim or for life of Contract pricing?

Life of the Claim [ ] Life of Contract Pricing [X]

Explain:

Flat Annual Fee: Fixed for 3 year period effective January 1, 2017
$ 142,500 per year – Dedicated Lost Time Adjuster

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #63238 1-610-941-7751 Keystone Risk Partners, LLC 604 E. Baltimore Pike Media, PA 19063	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Tristar Risk Management 100 Oceangate Suite 700 Long Beach, CA 90802	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ace American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 45658139 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C48593343 (AOS)	12/31/15	12/31/16	X WC STATU-TORY LIMITS ☐ 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
	WC-Agri General Insurance WC-ACE Fire Underwriters			WLR C48593367 SCF C48593355	12/31/15 12/31/15	12/31/16 12/31/16	Tennessee Wisconsin	

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Department

2812 S. Business Highway 281
New Administriation Building
Edinburg, TX 78539
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/22/2016

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 Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	**CONTACT NAME:** Corbee Simoneau **PHONE (A/C, No, Ext):** 818-539-1225 **FAX (A/C, No):** 818-539-1525 **E-MAIL ADDRESS:** corbee_simoneau@ajg.com
INSURED TRISINS-03 TRISTAR Insurance Group, Inc. 100 Oceangate Avenue, Suite 700 Long Beach, CA 90802	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Guarantee and Liability In — 26247 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** Great American E&S Insurance Compan — 37532 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1403782527 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			CPO5543602-03	1/1/2016	1/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			CPO5543602-03	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp. & Coll Ded.	$1,000,000 $ $ $ $500
A	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC5543479-03	1/1/2016	1/1/2017	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Errors & Omissions			TER 317-74-31	2/10/2016	1/31/2017	Aggregate	$ 10,000,000

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

Evidence of Insurance Only.

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 S. Business Highway 281
New Administration Building
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **yvette.salinas@co.hidalgo.tx.us**

Re: tristar agreement

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, Oct 31, 2016 04:22 PM

Subject : Re: tristar agreement

To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Yvette,

I have reviewed the attached agreement and approve as to form.

Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

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

****

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 josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Mon, Oct 31, 2016 at 2:23 PM, Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> wrote:

> Hi Ms Josie,
>
> Please review/approve attached agreement.
>
> Thanks,
> Yvette Salinas
> Buyer III
> Hidalgo County Purchasing Department
> 2812 S. Business Highway 281
> Edinburg, Texas 78539
> 956-318-2626
> yvette.salinas@co.hidalgo.tx.us

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 10, 2016

Attn: Mr. Jimmy Dyer, Director, Sales via email: jimmy.dyer@tristargroup.com
TRISTAR Risk Management
100 Oceangate, Suite 700
Long Beach, CA 90802

Re: **HB Form 1295 Required**
Re RFP No: 2016-193-08-10-YSS
Quality Claims Administrator Services for Workers' Compensation

Dear Mr. Dyer:

Be advised, that in order to proceed with any contract, the County is required, as of **January 1, 2016**, to comply with the **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.

Thus, in order for County staff to process the above referenced award; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Contract No. C-16-193 Quality Claims Administrator Services for Workers' Compensation**. 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.

Additionally, we are requesting your company provide a current certificate of insurance as required through Hidalgo County's Request for Bid, see attached Exhibit C detailing requirements.

These must be received in our office completed via email to: yvette.salinas@co.hidalgo.tx.us **by no later than Wednesday, November 16, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,
Martha L. Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-135166

Date Filed:
11/10/2016

Date Acknowledged:

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

TRISTAR Risk Management, Inc.
Corpus Christi, TX United States

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

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-193
Quality Claims Administrator for Workers Compensation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NANCY J. HENDERSON
Commission # 2066724
Notary Public - California
Los Angeles County
My Comm. Expires May 30, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Thomas J. Veale, this the 10 day of November, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Nancy J.. Henderson, Notary Public

Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-135166

Date Filed:
11/10/2016

Date Acknowledged:
11/10/2016

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

TRISTAR Risk Managment
Corpus Christi, TX United States

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

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-193
Quality Claims Administrator for Workers Compensation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-57269 **Purchasing Department** **20. G. 2.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of scoring grid below (for purposes of ranking by CC as qualified to continue process) of the options/responses received and evaluated in connection with RFP No. 2016-291-09-21-YSS "Excess Workers' Compensation Insurance" by sole respondent (Montalvo Insurance w/2 companies) in order to proceed with the negotiation portion of the procurement process.

	Safety National Casualty Corporation	Colony Insurance Co.
Evaluator 1	91	84
Evaluator 2	89	85
Evaluator 3	94	87
Average Score	91.3	85.3
CC Rank		

b. Requesting authority for Purchasing Department to negotiate a best and final offer rate from Montalvo Insurance for Safety National Casualty Company [the number one (1) ranked company] for: Excess Workers' Compensation Insurance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-2202-419-50-115-066-0-520

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

BUDGETARY IMPACT:

No budgetary impact, funding will be identified when contract is negotiated.

Attachments

n confl

grid

Acceptance Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2016 11:54 AM
Budget & Management	Veronica Ortiz	11/09/2016 02:38 PM
Merlen P. Munoz	Merlen P. Munoz	11/09/2016 03:39 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Yvette Salinas Started On: 11/08/2016 04:53 PM

Final Approval Date: 11/10/2016

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: ANGÉLICA M. TAPIA

Title/Position: ACCOUNTANT IV

Contract for Goods/Services: Excess Workers' Compensation Insurance

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Montalvo Insurance Agency
2. _____
3. _____
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: 10/28/16

RFP No
2016-291-09-21-YSS

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Rey Salazar

Title/Position: _____

Contract for Goods/Services: Excess Workers' Compensation Insurance

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Montalvo Insurance Agency
2. _____
3. _____
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: Rey Salaz

Date: 10/11/16

RFP No
2016-291-09-21-YSS

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: FLORA VASQUEZ

Title/Position: _____

Contract for Goods/Services: Excess Workers' Compensation Insurance

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Montalvo Insurance Agency
2. Safety National
3. Colony Insurance
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: Flora Vasquez

Date: 11/02/2016

RFP No
2016-291-09-21-YSS

HIDALGO COUNTY

Excess Workers Compensation Insurance

Scoring & Evaluation

GRID

	Safety National Casualty Corporation	Colony Insurance Co.
Evaluator 1	91	84
Evaluator 2	89	85
Evaluator 3	94	87
Average Score	91.3	85.3
CC Rank		

Scoring & Evaluation Completed by Representatives from Department of Budget & Management

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFP ACCEPTANCE DATE: SEPTEMEBER 21, 2016	**RFP ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFP:
"EXCESS WORKERS' COMPENSATION INSURANCE-HIDALGO COUNTY"

RFP NO: 2016-291-09-21-YSS

RFP	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
1	**Montalvo Insurance Agency**	✓
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

AI-57154 **Purchasing Department** **20. G. 3.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to rescind action taken on July 19, 2016 for AI-55433 in relation to bid award with AssetWorks, LLC for Structure Valuation and Insurance Appraisals

BACKGROUND

No final form of agreement could be reached for service.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no fiscal impact

Attachments

back up

55433 min

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/03/2016 09:22 AM
Budget & Management	Veronica Ortiz	11/03/2016 09:26 AM
Final Approval	Veronica Ortiz	11/03/2016 09:26 AM
Form Started By: Yvette Salinas		Started On: 10/31/2016 01:14 PM
Final Approval Date: 11/09/2016		

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Hidalgo County/AssetWorks Agreement

From : Armando Guzman <armando.guzman@co.hidalgo.tx.us> Mon, Oct 31, 2016 08:57 AM
Subject : RE: Hidalgo County/AssetWorks Agreement
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Cc : Rosie Luna <rosie.luna@co.hidalgo.tx.us>

Good Morning Ms. Salinas,

Since AssetWorks would not agree with our proposal cancel negotiations the project at this time.

Thank you

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, October 21, 2016 4:22 PM
To: Armando Guzman
Subject: Fwd: Hidalgo County/AssetWorks Agreement

Hi Mando,

Please reply to this message confirming our earlier conversations so I can cancel negotiations with Assetworks and cancel the project at this time.

Thanks,

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From: "Michael Borello" <michael.borello@assetworks.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Thursday, October 20, 2016 9:05:06 AM
Subject: Hidalgo County/AssetWorks Agreement

Hi Yvette,
Thanks for the time on the phone earlier this morning. As we discussed I would like to

suggest leaving the Hidalgo contract as is and simply incorporating the AssetWorks proposal response as an attachment to the agreement. This will be compliant with AssetWorks company policy and if you send me an agreement that is designed that way then I'll print and sign immediately.

I hope this suggestion does the trick and I hope AssetWorks has the opportunity to successfully complete this engagement for the County.

Mike

Michael B. Borello
Division Vice President
AssetWorks LLC
168 Industry Drive
Pittsburgh, PA 15275
(412) 809-0389 (office)
(412) 809-0777 (fax)

SPECIAL MEETING - July 19, 2016

BE IT REMEMBERED, that on this 19th day of July 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
July 19, 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. Julia Benitez Sullivan led the courtroom in Prayer.

4. Approval of Consent Agenda

The court approved the entire consent agenda.

5. County Judge's Office:

A. AI-55240 Discussion, consideration, and possible action to adopt Hidalgo County Resolution of Intent to establish a Property Assessed Clean Energy Program (PACE), as required by Tex. Local Gov't Code Section 399.008.

Michael Leo, County Judge's Office, introduced the possible acceptance resolution of intent to establish a Property Assessed Clean Energy Program (PACE). Mr. Leo reminded the members that last year representatives introduced this program, which provides the opportunity for commercial building owners to obtain financing for energy efficient improvements. He emphasized that this document does not bind the county, it only enables the county to move forward.

Mr. Jonathon Blackburn, Managing Director (PACE) informed that they are a 5.01C none profit administrator of (PACE) programs in Texas, working along with the Lower Rio Grande Valley Development Council. The program provides a way for Hidalgo County commercial property owners to finance improvements to their infrastructures, with no money out of pocket. This is done by using the property assessment mechanism.

2. **AI-55345** A. Pursuant to Legal Notice #2, recommending waiver of formality/technicality of Exhibit A-Bid Form [page 1&2 bid form section 00300 response] in connection to AIA form of agreement #C-16-145A-07-19 with RG Enterprises d/b/a G&G Contractors, as it is in the best interest of HC to do so [with review of option by legal counsel, Hon. S. Crain];
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: 5 - 0 - Unanimously

B. Acceptance and approval of the AIA Document A101 form of Agreement# C-16-145A-07-19 between Hidalgo County (Owner) and RG Enterprises LLC d/b/a G&G Contractors awarded contractor in the amount of ($ 228, 747.39) for Project: Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC), located at the corner of SH 107 and Sunflower Road, Edinburg, TX within Hidalgo County Precinct No. 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: 5 - 0 - Unanimously

C. Acceptance and approval of Change Order No. 9 for the (deletion of exterior signage and installation, with credit to Contract in the amount of ($ 2,106.00) in connection to Agreement # C-14-067-06-03 with J-CON CONSTRUCTION, LLC as reviewed/approved by project architect, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document (subject to compliance with HB1295/HB23 when and if applicable).

Commissioner Palacios stepped away from the meeting.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

F. **Budget & Management**

1. **AI-55433** Recommending bid award and approval of contract to AssetWorks, LLC the bidder submitting lowest and best bid meeting specifications and/or requirements for: Hidalgo County-“Structure Valuation and Insurance Appraisal for Hidalgo County Owned Real Estate Properties/Buildings” (i.e. replacement costs) under Request for Bids (RFB) No.: 2016-047-06-08-YSS subject to compliance with HB23 and/or HB1295 when and/or if applicable.

Mrs. Salazar notified that as now there's no contract, solely bid award and approval.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded

by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

G. **Colonia Access Program Pct. 1**

1. **AI-55417** Requesting approval of "Supplemental Agreement No. 1 with an estimated amount of $7,457.00" which results in an increase to WA #1 for Contract #C-CAP-14-397-10-28 between Hidalgo County and Millennium Engineers Group, Inc. subject to compliance with HB 1295 and HB 23 if and when applicable

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

H. **Sheriff's Office**

1. **AI-55426** Acceptance and approval of the Texas Association of Realtors-Residential Real Estate Listing Agreement-Exclusive Right to Sell [as review and approved as to form by HC-DA's Office, Civil Section] for Code of Criminal Procedure, Article 59 Properties forfeited to Hidalgo County Sheriff Office [through judicial process] including authority for Hon. J. E. "Eddie" Guerra, Hidalgo County Sheriff to execute when necessary that such properties require disposition through sale with term of said agreement for an initial one year term and 2 additional [at County's sole option] one year extensions effective upon approval but in no event to exceed the statutory procurement limit and subject to compliance with HB23 and/or HB1205 when and if applicable.

Mrs. Salazar informed that this is not to exceed $50,000 per year.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

I. **District Attorney**

1. **AI-55383** Recommendation by project engineer Halff Associates, Inc., to award the Bid to the sole responsible vendor submitting the lowest and best bid meeting all specifications, Herrcon, LLC of McAllen, TX in the total amount of $82,500.00 for project Hidalgo County–“Construction of Space Pressure Control at Autopsy Facility” Project-RFB No. 2016-238-06-29-YSS” subject to compliance with HB23 and/or HB1295 when and/or if applicable.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by

AI-57333 **Purchasing Department** **20. H. 1.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to current agreement between Hidalgo County [SO] and MAO Westwood Pharmacy, Inc., dba, Westwood Pharmacy [Contract #E-16-039-01-05] requesting approval to "Amend" Exhibit "B" to reflect the additional listing of legend and non-legend pharmaceuticals prescribed by physicians and titled Exhibit "B-1 plus TRUVADA-TAB; OLANZAPINE-5MG-TAB; LEVETIRACETAM-500&1000MG-TABS " with additions to be placed on subsequent HCCC-Consent Agendas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-423-21-280-002-0-610

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

BUDGETARY IMPACT:

Funding to be identified as supplies are needed through PO for said orders.

Attachments

E-16-039-01-05-MAO Westwood Pharmacy Inc dba Westwood Pharmacy-HCSO

Exhibit B-1-Non Contract Utilization - Price Per Unit

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/10/2016 11:20 AM
Budget & Management	Veronica Ortiz	11/10/2016 11:30 AM
Merlen P. Munoz	Merlen P. Munoz	11/10/2016 12:00 PM
Final Approval	Monica Badillo	11/10/2016 03:20 PM
Purchasing Department	Marty Salazar	11/10/2016 03:29 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Marty Salazar Started On: 11/10/2016 10:28 AM

Final Approval Date: 11/10/2016

E-16-039-01-05

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
Ph. (956) 318-2626/ Fax: (956) 318-2629

December 10, 2015

MAO Westwood Pharmacy, Incorporated via email: hunter.hoggatt@westwoodpharmacy.com
d/b/a **Westwood Pharmacy** via email: sarahann@westwoodpharmacy.com
Attn: Hunter Hoggatt, Vice President
(or) Ms. Sarah Haislip, Business Development/Client Relations
5823 Patterson Avenue
Richmond, VA 23226
P (804) 288-1933 **C** (804) 519-3383

Re: Extension/Renewal to Contract No. C-13-145-01-14 -(Legend & Non-Legend Pharmaceuticals (on an as needed basis) for Hidalgo County Sheriff's Office

Dear Mr. Hoggatt/Ms. Hann:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1ST) YEAR** of the additional two (2) one (1) year period as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 12-15-15
Hunter Hoggatt, Vice President

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

WESTPHA-01 MARAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morgan-Marrow Company 21 Manhattan Square Hampton, VA 23666	CONTACT NAME: Mara S. Powell PHONE (A/C, No, Ext): (757) 865-1900 FAX (A/C, No): (757) 865-1478 E-MAIL ADDRESS:
INSURED Westwood Pharmacy, MAO Pharmacy t/a 5823 Patterson Avenue Richmond, VA 23226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Company — 24082 INSURER B : Ohio Casualty Insurance Company — 24074 INSURER C : Employers Preferred Insurance Company — 10346 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab. X Liquor Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BZS56371022	01/01/2016	01/01/2017	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	15,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAS56371022	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO56371022	01/01/2016	01/01/2017	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EIG2172979-01	01/01/2016	01/01/2017	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
Attn: Virginia
2802 S. Bus. Hwy. 281 New Administration Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-12188

Date Filed:
02/11/2016

Date Acknowledged:

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

Westwood Pharmacy
Richmond, VA United States

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

Hidalgo County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

E-16-039-01-05
Pharmaceuticals

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said George Stephen Dowdy, this the 11th day of February, 20 16, to certify which, witness my hand and seal of office.

PATRICIA NICOLE SHARP
NOTARY PUBLIC
REG. #7652820
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2019

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-12188

Date Filed:
02/11/2016

Date Acknowledged:
02/11/2016

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

Westwood Pharmacy
Richmond, VA United States

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

Hidalgo County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

E-16-039-01-05
Pharmaceuticals

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

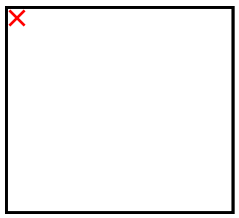
_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

SPECIAL MEETING - January 5, 2016

BE IT REMEMBERED, that on this 5th day of January 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 CONSENT
COMMISSIONERS' COURT
January 5, 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:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Item.8.B. to be pulled for discussion.

Vote: 5 - 0 - Unanimously

1. AI-52838 **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2015 Intradepartmental transfers:**

   A. AI-52805 2015 - Hidalgo County Sheriff's Office (1100)

   B. AI-52798 2015 - Pct. 4 Sanitation (1100)

   C. AI-52793 2015 - Pct. 4 Rd. Maint (1200)

   D. AI-52702 2015 - WIC Lactation Support Center Services (1292-018)

A. AI-52619 1. Approval of reimbursement in the amount of $948,222.55 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 12/05/15 to 12/18/15.

12/05-11/15	$464,255.57
12/12-18/15	$483,966.98
TOTAL	$948,222.55

2. Approval of wire transfer to cover claims paid.

B. AI-52762 Self-Insured (2202)
Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of December 1-15, 2015 in the amount of $52,243.61 and requesting approval of wire transfer.

10. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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. AI-52784 Approval to exercise the sixty (60) day grace period extension (as permitted in contract) with Roy's Hauling Service, Inc., under the same terms and condition for: "Loading and Hauling of Dirt" for Hidalgo County Pct 2 to allow the completion of the procurement process.

B. AI-52778 Approve Request for Payment-Application No. 7 in the amount of $2,451.00 from IOC Company, LLC, awarded contractor for Precinct No. 3, "Mile 2 North Roadway Project," and as certified for payment by project engineer, L&G Engineer-C-14-153-02-17.

C. AI-52758 Approval of Request for Payment-Application No. 7 in the amount of $114,514.70 as submitted by 2GS, LLC-Contract #C-14-362-10-28-PO#717811 for the provision of Construction Services for the Sioux Road Paving and Drainage Improvements Project in Precinct One and as reviewed by project engineer, Raul Sesin, P.E.

J. AI-52701 Requesting approval of Payment Application No. 4 in the amount of $16,934.94 for the Sioux Road Improvements project for Pct. 2 submitted by contractor, Texas Cordia Construction, LLC through Contract C-15-209-07-21 and as reviewed by project engineer, Raul Sesin, P.E.

K. AI-52743 Approval of Payment Application No. 2 submitted by 2GS, LLC, in the amount of $68,592.38, for the project: Hidalgo County Precinct No. 1, "Paving and Drainage Improvements to: Spanish Palms Subdivision" (Contract No. C-15-256-08-25), as reviewed by project engineer, LeFevre Engineering & Management Consulting, LLC.

L. AI-52302 The Hidalgo County Sheriff's Office is requesting approval to remove Co. Asset # 50228 Argo-German Shepherd-Canine from County Inventory list, due to passing of said K-9.

M. AI-52723 1. Authority to exercise the **Fifth (5th) Year** of the additional nine (9) one (1) year option to extend/renew as provided in the current lease agreement in connection to contract# **E-15-049-01-20** (C-11-026-03-21) with **O.E. INVESTMENTS, LTD.,** for the purposes of the: **"LEASE OF TOWER SPACE"** for the **Hidalgo County Sheriff's Office**, **effective, 03/01/16.**

2. Authority to exercise the **First (1st) Year** of the additional two (2) one (1) year options to extend/renew as provided in the current agreement (under the same rates, terms and conditions) in connection to contract# **C-15-012-01-20** with **SOUTH TEXAS COMMUNICATIONS, INC**., for the purposes of: **Repairs, Removal & Installation and/or Purchase of Mobile Radios, Computers and other Miscellaneous Emergency Equipment (on an as needed basis)** for **Hidalgo County Sheriff's Office**, **effective, 03/01/16.**

APPROVED

3. Requesting authority to exercise the **First (1st) year** of the additional Two (2) One (1) year options to extend/renew as provided in the current contract for:**"LEGEND and NON-LEGEND PHARMACEUTICALS"(on as needed basis)** for **Hidalgo County Sheriff's Office,** under the same rates, terms and conditions with **MAO WESTWOOD PHARMACY** d/b/a **WESTWOOD PHARMACY effective 01/17/16.**

N. AI-52694 Acceptance and approval of payment of Invoice #20152591 in the amount of $114,440.00 as submitted by TEDSI Infrastructure Group for the provision of professional engineering services from November 1, 2015 to November 30, 2015 in connection to Contract #C-08-227-02-09-PO#617534 amid Work Authorization No. 1 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

REQUIREMENTS AGREEMENT
C-13-145-01-14

THIS AGREEMENT (the "Agreement") is entered into effective as of the **14th** day of **January, 2014** by and between **MAO Westwood Pharmacy, Incorporated** d/b/a **Westwood Pharmacy** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo Buyer** including for the **Legend & Non-Legend Pharmaceuticals (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; 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:

TERM

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a period of a **two (2) years** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions. Buyer also 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. The initial term of this Contract shall commence on **January 17, 2014** and expire on **January 16, 2016,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer 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 Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, Texas.

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

If to Buyer:

Hidalgo County
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

MAO Westwood Pharmacy, Incorporated
d/b/a **Westwood Pharmacy**
Attn: Hunter Hoggatt, Vice President
5823 Patterson Avenue
Richmond, VA 23226

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 extend 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 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, 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 Buyer.

(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 Buyer, 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 Commissioner's Court: January 14, 2014.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By: _____
Ramon Garcia, Buyer Judge

Approved by Commissioners' Court
on 1/14/14 RD

ATTEST:

_____
Arturo Guajardo Jr., Buyer Clerk

SELLER:
MAO Westwood Pharmacy, Incorporated
d/b/a **Westwood Pharmacy**

By: _____
Printed Name: Hunter Hoggatt
Title: Vice President

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 09, 2013

Participant's name

Address

City

State, Zip Code

Re: ***Hidalgo County Sheriff's Office***
Request for Bids –*Legend and Non-Legend Pharmaceuticals*
Bid No: 2013-145-12-27-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"

RFB NO: 2013-145-12-27-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A" Specifications**	**5**
4.	**Exhibit "B" Bid Page**	**11**
5.	**Exhibit "C" Insurance Requirements**	**4**
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	**1**
7.	**Vendor/Bidder Application and W-9 form**	**6**
8.	**Certification Regarding Debarment**	**1**
9.	**Draft Requirement Agreement**	**8**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 09, 2013
Date

Bid No: 2013-145-12-27-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals

BID OPENING DATE: December 27, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for "**HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals"*** 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: **"RFB No. 2013-145-12-27-SMA-HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, DECEMBER 27, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.-2013-145-12-27-SMA-HIDALGO COUNTY SHERIFF'S OFFICE- *"Legend & Non-Legend Pharmaceuticals"*.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service

data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**DECEMBER 27 , 2013**
Award of Contract	2013
Commence Work or Deliver Products	2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or

of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"Legend & Non-Legend Pharmaceuticals

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"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

SCOPE OF SERVICES:

1) Hidalgo County is requesting bids from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide Pharmaceutical Services & Infirmary Medical Supplies to: provide legend (prescription medications) and non-legend (over-the-counter) pharmaceuticals in a timely fashion; ensure that pharmaceutical services meet the county and state jail standards; ensure quality, yet cost effective, medications delivery system; maintain adequate records on medications ordered as well as patient profiles; and audit pharmaceutical delivery system on an *"AS NEEDED BASIS ONLY"*, for Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) Ordering and delivery will involve approximately one (1) location, located at 711 El Cibolo Road, Edinburg, Texas 78542.

2) There will be a prescription issued either by telephone or in writing by the attending physician for any and all *legend (prescribed) and or Non-legend items (non-prescribed)* items in accordance with the Texas Pharmacy Act and related regulations

3) ***Legend items (prescribed)*** will be ordered on an ***"AS NEEDED BASIS"*** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations.

4) ***Non-legend items (non-prescribed)*** will be ordered on an ***"AS NEEDED BASIS"*** only. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Vendors will offer Hidalgo County Sheriff's Office-Adult Detention Center Non-Legend Pharmaceuticals at a rate of COST plus a dispensing fee per prescription.

5) Vendor agrees that to the extent an item is unavailable from its own inventory; Vendor will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

6) Vendor(s) may submit a bid for **ITEM 1 ONLY**, for **ITEM 2 ONLY**, or for both items.

ITEM No. 1

Legend items (prescribed)

a) Vendors will provide pricing per unit and of all of the Legend medications. ***Generic medication pricing preferred.***

b) All bids must be based on cost plus a dispensing fee per prescription for all medications. Use of Generic medication if prefer whenever possible.

Note: **All legend items will be ordered and delivered by vendor during regular business hours only, unless item(s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.**

c) The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti- pilferage that keeps secure and is in compliance with state regulations

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in ***"blister pack medication cards."***

- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

- Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).

d) The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM No. 2
Non-legend items (non-prescribed)

a) Vendor will supply Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-prescription items will be ordered approximately every month on a one-time per month basis.

b) Vendor will provide non-legend drugs to the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) at cost plus a dispensing fee per prescription on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

Note: All non-legend items will be ordered and delivered by vendor during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be delivered with a six to eight hour time frame.

The prescribed and non-prescribed items are listed on refer to Exhibit ***B-Bid Page.*** This list should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

REQUIREMENTS:

1) Vendor must be license in the State of Texas comply with all State and Federal Laws.

2) Vendor is required to have at least one local pharmacy located in Hidalgo County for emergency purpose only.

3) Vendor must have at 24 hours Pharmacist Services assistance.

4) Prices must include all Pharmacists' services including all delivery fees.

5) Vendor will provide stock bottles (upon request) when ordered.

6) 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.

7) Vendor will provide delivery of **antibiotics ordered within six (6) to eight (8) hours time frame**. All legend (prescribed) items will be ordered and delivered by vendors during regular business hours only, unless items are of emergency, therefore, item (s) must be delivered **within a six(6) to eight(8) hour time frame.**

8) Vendors representative must be available to respond to all calls from Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

9) Vendors must provide point of contact, telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

10) The awarded vendor must provide a Medical Administration Record Report for any Pharmaceuticals/medications ordered by physician to the Infirmary Nurse for the Department's Records.

11) ADDITIONS/DELETIONS:
The County reserves the right to add and/or delete products/medications and/or services provided under same term and conditions of this Contract.

12) **INVOICING**
Itemized invoices shall accompany all items purchased by the HCSO. All invoices shall include the following:
- Hidalgo County Sheriff's Office PURCHASE ORDER and CONTRACT NUMBER
- First and last name of employee who placed the order
- inmate name, DOB, inmate number
- Quantity ordered
- brand or generic
- Quantity shipped/backordered
- Date ordered and date delivered
- Description and product number for each line item
- Unit price
- Extended dollar amount
- Invoice total

13) **TERMS & CONDITION:**
1) Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms 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) Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.

4) Award of contract shall be made to the most responsible, responsive Vendor, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

5) Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

6) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

14) **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 Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
- Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the 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.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the Vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN 5:00 P.M, DECEMBER 16 2013. Responses to said inquires will be send via email to all applicants by no later than, **5:00p.m., DECEMBER 18, 2013.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

****GENERIC MEDICATIONS PRICING PREFERRED.***

Does vendor offer 24 hours Pharmacist services assistance?	☐ **Yes** ☐ **No**
Does vendor have at least one local pharmacy located in Hidalgo County for emergency purpose only?	☐ **Yes** ☐ **No**
Vendors will offer Hidalgo Co. Sheriff's Office –Adult Detention Center Non-Legend Pharmaceuticals at a rate of Cost plus a dispensing fee per prescription	**$**_____

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial		TOTAL PRICE	
1.	ABILIFY -*BRAND NAME RX* ARIPIPRAZOLE- GENERIC	5MG		5MG	
		10MG		10MG	
2.	ACETAMINOPHEN- 500 MG EXTRA-STRENGTH *OTC*				
3.	ACYCLOVIR 800MG *RX*				
4.	ALBUTEROL INHALER 90MCG *RX*				
5.	ALBUTEROL .083% NEBULIZER SOLUTION *RX (3ML)*				
6.	AMITRIPTYLINE 25MG *RX*				
7.	AMITRIPTYLINE 50MG *RX*				
8.	AMMONIA INHALANTS AMPULES *OTC*				
9.	AMOXICILLN 500 MG *RX*				
10.	APRODINE *RX*	60MG		60MG	
		2.5MG		2.5MG	
11.	ARTIFICIAL TEAR EYE SOLUTION				
12.	ATRIPLA *RX*				
13.	ATRIPTLA *RX*	200 MG		200 MG	
		300 MG		300 MG	
		600 MG		600 MG	
14.	TRIAMCINALONE 0.1 % *RX*				
15.	ATORVASTATIN 20 MG *RX*				
16.	ATORVASTATIN 40MG *RX*				
17.	ASA EC *OTC*	81 MG		81 MG	
		325 MG		325 MG	
18.	ASA EC 325MG *OTC*				
19.	ATENOLOL 50MG *RX*				
20.	AUGMENTIN XR 1000MG *RX*				
21.	AZITHROMYCIN 250MG *RX*				
22.	BENICAR 20MG				
23.	BENZOYL PEROXIDE LOTION (ACNE MEDICATION)				
24.	BENZTROPINE 1MG *RX*				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

25.	BETADINE OINTMENT *OTC*				
26.	BISACODYL 5MG E.C. TABS *RX*				
27.	BUPROPION XL 150MG *RX*				
28.	BUSPIRONE 10MG *RX*				
29.	BUPROPION 75MG *RX*				
30.	CARBAMAZEPINE 200 MG *RX*				
31.	CATAPRESS 0.1MG -BRAND NAME CLONIDINE – GENERIC *RX*				
32.	CEFTRIAXONE INJECTION 500MG *RX*				
33.	CENTRUM *OTC*				
34.	CEPHALAXIN 500 MG *RX*				
35.	CHLORPHENIRAMINE MALEATE 4MG *RX*				
36.	CIMETIDINE 300MG *RX*				
37.	CIPROFLOXACIN 250MG *RX*				
	CITALOPRAM *RX*	20MG		20MG	
		40MG		40MG	
38.	CLINDAMYCIN 150MG *RX*				
39.	CLOTRIMAZOLE VAGINAL CREAM *OTC*				
40.	CORTISPORIN OPHT OINTMENT *RX*				
41.	CORTISPORIN OTIC SOLUTION *RX*				
42.	COLCRYS 0.6mg				
43.	VITAMIN C TABLETS *OTC*				
44.	CRESTOR 10 MG				
45.	CYCLOBENZAPRINE *RX*	5MG		5MG	
		10MG		10MG	
46.	CYMBALTA-*BRAND NAME RX* DULOXETINE-GENERIC	30 MG		30 MG	
		60MG		60MG	
47.	DOCUSATE SOFT GEL 100MG *OTC*				
48.	DE-LICER SHAMPOO				
49.	DEPAKOTE 500 MG *RX*				
50.	DEPAKOTE EC 500 MG *RX*				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

51.	DICLOFENAC *RX*				
52.	DICYCLOMINE 20MG *RX*				
53.	DIOVAN *RX*	80 MG		80MG	
		180 MG		180MG	
		320 MG		320MG	
54.	DIPHENHRAMINE 25MG *OTC*				
55.	DIPHENHYDRAMINE 25mg INJECTION*RX*				
56.	DONEPEZIL 5MG *RX*				
57.	DOVONEX CREAM *RX*				
58.	DOXEPIN *RX*	50MG		50MG	
		100MG		100MG	
59.	DOXYCYCLINE 100MG *RX*				
60.	EAR WAX REMOVAL DROPS *OTC*				
61.	EFFEXOR 75MG –BRANDNAME VENLAFAXINE-GENERIC-R*X*				
62.	EFFEXOR XL –BRAND NAME VENLAFAXINE- GENERIC) *RX*	75MG		75MG	
		150MG		150MG	
63.	ENALAPRIL 5 MG *RX*				
64.	EPI PENS *RX*				
65.	EPZICOM	300MG		300MG	
		600MG		600MG	
66.	ERYTHROMYCIN 500 MG *RX*				
67.	FAMOTIDINE 20MG *RX*				
68.	FANAPT- BRAND NAME ILOPERIDONE-GENERIC *RX*				
69.	FERO SUL 325MG *RX*				
70.	FISH OIL 1000MG *RX*				
71.	FLOMAX 0.4MG (NAME BRAND) TAMSULOSIN (GENERIC) *RX*				
72.	FLUCONAZOLE 150MG *RX*				
73.	PROZAC(NAME BRAND FLUOXETINE (GENERIC) *RX*	20MG		20MG	
		40MG		40MG	
74.	FOLIC ACID 1MG *RX*				
75.	LASIX(NAME BRAND) FUROSEMIDE 20 MG (GENERIC) *RX*				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

76.	GABAPENTIN *RX*	100 MG		100 MG	
		300 MG		300 MG	
		400 MG		400 MG	
77.	GEMFIBROZILE 300 MG / 600MG *RX*	300 MG		300 MG	
		600 MG		600 MG	
78.	GENTAMICIN OPTH SOLUTION				
79.	GEODON -(BRAND NAME) ZIPRASIDONE HCI-GENERIC) *RX*	20 MG		20 MG	
		40 MG		40 MG	
		60 MG		60 MG	
		80 MG		80 MG	
80.	GLIPIZIDE 10 MG *RX*				
81.	GLUCOGEN KIT RX				
82.	GLUCOPHAGE 500MG (NAME BRAND) METFORMIN 500MG (GENERIC) *RX*				
83.	GLUCOSE GEL *RX*				
84.	GLUCOSE TABS *RX*				
85.	GLYBURIDE 5 MG *RX*				
86.	GUAFENESIN 600 MG *RX*				
87.	GUAIFEN SF (COUGH SYRUP) OTC				
88.	HALDOL *RX*	2.5 MG		2.5 MG	
		5MG		5MG	
		10 MG		10 MG	
89.	HALDOL DEC *RX*	50 MG/ML		50 MG/ML	
		100 MG/ML		100 MG/ML	
90.	HALDOL LAC 5MG/ML *RX*				
91.	HEMORRHOIDAL CREAM *OTC*				
92.	HEMORRHOIDAL SUPPOSITORIES *OTC*				
93.	HYDROCODONE/ACETAMINOPHEN *RX*	5/325MG		5/325MG	
		7.5/500MG		7.5/500MG	
		10/500MG		10/500MG	
94.	HYDRALAZINE 25MG *RX*				
95.	HYDROCHLOROTHIAZIDE *RX*	12.5 MG		12.5 MG	
		25 MG		25 MG	

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

96.	HYDROSCORTISONE CREAM 1 % *OTC*				
97.	HYDROXYZINE *RX*	25MG		25MG	
		50 MG		50 MG	
		75 MG		75 MG	
		100 MG		100 MG	
98.	HYRDOGEN PAROXIDE *OTC*				
99.	IBUPROFEN *RX*	200 MG		200 MG	
		400 MG		400 MG	
		600 MG		600 MG	
		800 MG		800 MG	
100.	INDOMETHACIN 50MG *RX*				
101.	INVEGA 3MG /6MG *RX*				
102.	KERI LOTION *RX*				
103.	KETOCONOZOLE CREAM RX				
104.	KWELL LOTION 1% *OTC*				
105.	LABETALOL 300MG *RX*				
106.	LACTULOSE SOL. *RX*				
107.	LANTUS INSULIN *RX*				
108.	LATUDA 80MG -BRAND NAME LURASIDONE HCL-GENERIC *RX*				
109.	LEVEMIR INSULIN *RX*				
110.	LEXAPRO (NAME BRAND) ESCITALOPRAM (GENERIC) *RX*	5 MG		5 MG	
		10 MG		10 MG	
		20 MG		20 MG	
111.	LIDANE LOTION *RX*				
112.	LIPITOR BRAND NAME ATROVASTATIN-GENERIC *RX*	20 MG		20 MG	
		40 MG		40 MG	
113.	LITHIUM *RX*	300 MG		300 MG	
		600 MG		600 MG	
114.	LISINOPRIL	5 MG		5 MG	
		20 MG		20 MG	
115.	LOPERAMIDE 2MG *RX*				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

116.	LORATIDINE 10MG *RX*				
117.	LORAZEPAM 1MG *RX*				
118.	LORAZEPAM INJ. *RX*				
119.	LOTRISONE CREAM- BRAND NAME (CLOTRIMAZOLE AND BETAMETHASONE-GENERIC) *OTC*				
120.	LOVASTATIN 20MG				
121.	LOSARTAN 50mg				
122.	MAALOX PLUS SUSPENSION *OTC*				
123.	MAGNESIUM CITRATE *OTC*				
124.	MAGNNESIUM HYDROXIDE *OTC*				
125.	MAGNESIUM OXIDE 40MG *RX*				
126.	MECLIZINE 25MG *RX*				
127.	METHYLPREDNISOLONE *RX*	4 MG		4 MG	
		16 MG		16 MG	
		32 MG		32 MG	
128.	METRONIDAZOLE 500MG *RX*				
129.	METROGEL 1% GEL RX				
130.	MILK OF MAGNESIA OTC				
131.	MINERAL OIL *OTC*				
132.	MIRTAZAPINE *RX*	15 MG		15 MG	
		30 MG		30 MG	
133.	MONTELUKAST 10MG				
134.	MUCINEX- DM *OTC*				
135.	MYCOPHENOLATE 250MG RX				
136.	MUSCLE RUB *OTC*				
137.	NAPROXEN 500MG *RX*				
138.	NATURAL FIBER *OTC*				
139.	NEOSPORIN OPTH SOL *RX*				
140.	NEXIUM 40MG RX				
141.	NIFEDIPINE ER 30MG *RX*				
142.	NORTRIPTYLINE *RX*	25 MG		25 MG	

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

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		50 MG		50 MG	
		75 MG		75 MG	
		100 MG		100 MG	
143.	NORVASC *RX*	5 MG		5 MG	
		10 MG		10 MG	
144.	NORVIR 100MG				
145.	NOVOLIN 70/30 *RX*				
146.	NOVOLIN NPH *RX*				
147.	NOVOLOG INSULIN *RX*				
148.	NS 0.9 IRR SOLN 1000 ML *OTC*				
149.	NS FOR IRRIGATION *OTC*				
150.	OCCUSPORIN HC OPHTHALMIC OINTMENT *OTC*				
151.	OCEAN NASAL SPRAY-*OTC*				
152.	OLANZAPINE-*RX*	10 MG		10 MG	
		15 MG		15 MG	
		30 MG		30 MG	
153.	OMPERAZOLE-*RX*	20 MG		20 MG	
		40 MG		40 MG	
154.	OXCARBAZEPINE	150 MG		150 MG	
		300 MG		300 MG	
		600 MG		600 MG	
155.	PAROXETINE- *RX*	20 MG		20 MG	
		40 MG		40 MG	
156.	PENICILLIN V POTASSIUM 500MG *RX*				
157.	PERMETHERIN CREAM *RX*				
158.	PERPHENAZINE 4MG *RX*				
159.	PIOGLITAZONE 15MG				
160.	PHENOBARBITAL *RX*	15 MG		15 MG	
		30 MG		30 MG	
		100 MG		100 MG	
161.	PHENYTOIN SOD EX 100 MG TABS *RX*				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

162.	PLAVIX 75MG (NAME BRAND) CLOPIDOGREL 75MG (GENARIC) *RX*				
163.	POLYSPORIN OINTMENT *OTC*				
164.	POTASSIUM CL 100MEQ *RX*				
165.	PREDNISONE *RX*	5 MG		5 MG	
		10 MG		10 MG	
		20 MG		20 MG	
166.	PRENATAL VITAMIN *OTC*				
167.	PREZISTA 400MG				
168.	PRINIVIL 5MG *RX*				
169.	PRISTIQ 50MG *RX*				
170.	PROMETHAZINE 25MG *RX*				
171.	PROMETHAZINE 25MG INJECTION *RX*				
172.	PROPRANOLOL *RX*	10 MG		10 MG	
		20 MG		20 MG	
173.	PROTONIX 40MG *RX*				
174.	PROVIDONE SCRUB *OTC*				
175.	RANITIDINE 150 MG *RX*				
176.	RETROVIR 300MG				
177.	REYATAZ 300MG				
178.	RISPERIDONE -*RX*	1 MG		1 MG	
		2 MG		2 MG	
		3 MG		3 MG	
		4 MG		4 MG	
		25 MG		25 MG	
		50 MG		50 MG	
179.	RISPERDAL INJECTION-BRAND NAME RISPERIDONE-GENERIC *RX*				
180.	SEA MIST NASAL *OTC*				
181.	SEROQUEL–BRAND NAME QUETIAPINE- GENERIC *RX*	50 MG		50 MG	
		100 MG		100 MG	
		150 MG		150 MG	
		300 MG		300 MG	

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

		400 MG		400 MG	
182.	SERTALINE *RX*	50 MG		50 MG	
		100 MG		100 MG	
183.	SILVER SULFADIAZINE *RX*				
184.	SIMVASTATIN *RX*	20 MG		20 MG	
		40 MG		40 MG	
185.	SMZ-TMP DS *RX*				
186.	STERILE H2O *OTC*				
187.	STOOL SOFTNER 100MG *OTC*				
188.	SULCRAFATE 1GM *RX*				
189.	SURFAX 240MG *RX*				
190.	SYNTHROID- *RX*	25 MG		25 MG	
		50 MG		50 MG	
		75 MG		75 MG	
		100 MG		100 MG	
191.	TACROLIMUS ANHYDROUS 1MG RX				
192.	THIAMINE 100MG *RX*				
193.	THORAZINE (NAME BRAND) CHLORPRONAZINE (GENERIC) *RX*	50 MG		50 MG	
		100 MG		100 MG	
		200 MG		200 MG	
194.	THROAT LOZENGES GREEN *OTC*				
195.	TOLNFTATE CREAM 1% 15 G *OTC*				
196.	TOPIRAMATE 50MG *RX*				
197.	TOPROL (NAME BRAND) METROPOLOL (GENERIC)	25 MG		25 MG	
		50 MG		50 MG	
		100 MG		100 MG	
198.	TOPROL XL (NAME BRAND) METROPOLOL XL (GENERIC)	25 MG		25 MG	
		50 MG		50 MG	
		100 MG		100 MG	
199.	TRAMADOL 50MG *RX*				
200.	TRANXENE- 7.5MG–BRAND NAME CLORAZEPATE DIPOTASSIUM-GENERIC *RX*				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

201.	TRAZODONE-*RX*	50 MG		50 MG	
		100 MG		100 MG	
202.	TRIPLE ANTIBIOTIC CREAM *OTC*				
203.	TRUVADA	200 MG		200 MG	
		300 MG		300 MG	
204.	VALPROIC ACID 250 MG *RX*				
205.	VIREAD 300MG				
206.	VYTORIN 10/10MG *RX*				
207.	WAFFARIN *RX*	1 MG		1 MG	
		3 MG		3 MG	
		5 MG		5 MG	
208.	ZETIA 10MG *RX*				
209.	ZYPREXA RAND NAME OLANZAPINE- GENERIC	5 MG		5 MG	
		10 MG		10 MG	
		15 MG		15 MG	
		20 MG		20 MG	

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"
Insurance Requirements

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"

Insurance Requirements
PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ ore than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its Instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT “B”

TAB and BID PAGE

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

****GENERIC MEDICATIONS PRICING PREFERRED.***

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
1.	ABILIFY-5MG/10MG - *RX*	$8.10/$8.10
2.	ACETAMINOPHEN- 500 MG EXTRA-STRENGTH *OTC*	$0.01
3.	ACYCLOVIR 800MG *RX*	$0.15
4.	ALBUTEROL INHALER 90MCG *RX*	$0.02
5.	ALBUTEROL .083% NEBULIZER SOLUTION *RX (3ML)*	$0.02
6.	AMITRIPTYLINE 25MG *RX*	$0.01
7.	AMITRIPTYLINE 50MG *RX*	$0.02
8.	AMMONIA INHALANTS AMPULES *OTC*	$0.01
9.	AMOXICILLN 500 MG *RX*	$0.05
10.	APRODINE-60MG/2.5MG *RX*	$0.02
11.	ARTIFICIAL TEAR EYE SOLUTION	$0.15
12.	ATRIPLA- *RX*	$54.07
13.	TRIAMCINALONE 0.1 % 453.6g bottle *RX*	$0.05
14.	ATORVASTATIN 20 MG *RX*	$0.15
15.	ATORVASTATIN 40MG *RX*	$0.14
16.	ASA EC -81MG/325MG *OTC*	$0.01
17.	ASA EC 325MG *OTC*	$0.01
18.	ATENOLOL 50MG *RX*	$0.01
19.	AUGMENTIN XR 1000MG *RX*	$2.12
20.	AZITHROMYCIN 250MG *RX*	$0.20
21.	BENICAR- 20MG	$2.38
22.	BENZOYL PEROXIDE LOTION (ACNE MEDICATION) 5% 1 oz. bottle	$0.04
23.	BENZTROPINE 1MG *RX*	$0.05
24.	BETADINE OINTMENT 45g tube *OTC*	$0.07
25.	BISACODYL 5MG E.C. TABS *RX*	$0.01
26.	BUPROPION XL 150MG *RX*	$0.10
27.	BUSPIRONE 10MG *RX*	$0.06
28.	BUPROPION 75MG *RX*	$0.10
29.	CARBAMAZEPINE 200 MG *RX*	$0.03
30.	CATAPRESS 0.1MG -brand name *RX*	$0.02
31.	CEFTRIAXONE INJECTION 500MG *RX*	$0.75
32.	CENTRUM *OTC*	$0.07

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
33.	CEPHALAXIN 500 MG *RX*	$0.05
34.	CHLORPHENIRAMINE MALEATE 4MG *RX*	$0.02
35.	CIMETIDINE 300MG *RX*	$0.10
36.	CIPROFLOXACIN 250MG *RX*	$0.05
	CITALOPRAM-20MG/40MG *RX*	$0.02/$0.02
37.	CLINDAMYCIN 150MG *RX*	$0.06
38.	CLOTRIMAZOLE VAGINAL CREAM 45g tube *OTC*	$0.05
39.	CORTISPORIN OPHT OINTMENT-10ml *RX*	$1.58
40.	CORTISPORIN OTIC SOLUTION-10 ml *RX*	$1.58
41.	COLCRYS 0.6mg	$4.70
42.	VITAMIN C TABLETS *OTC*	$0.04
43.	CRESTOR 10 MG	$5.15
44.	CYCLOBENZAPRINE-5MG/10MG *RX*	$0.02/0.02
45.	CYMBALTA-30MG/60MG	$1.50/$1.50
46.	DOCUSATE SOFT GEL 100MG *OTC*	$0.02
47.	DE-LICER SHAMPOO	$0.02
48.	DEPAKOTE 500 MG -regular *RX*	$0.20
49.	DEPAKOTE EC 500 MG *RX*	$1.95
50.	DICLOFENAC-50mg *RX*	$0.05
51.	DICYCLOMINE 20MG *RX*	$0.04
52.	DIOVAN-160mg *RX*	$3.01
53.	DIPHENHRAMINE 25MG *OTC*	$0.02
54.	DIPHENHYDRAMINE 25mg INJECTION*RX*	$0.20
55.	DONEPEZIL 5MG *RX*	$0.04
56.	DOVONEX CREAM -60g bottle *RX*	$7.25
57.	DOXEPIN-50MG/100MG *RX*	$0.25/$0.38
58.	DOXYCYCLINE 100MG *RX*	$0.80
59.	EAR WAX REMOVAL DROPS *OTC*	$0.03
60.	EFFEXOR 75MG -R*X*	$0.20
61.	EFFEXOR XL 75MG/150MG –*RX*	$0.12/$0.16
62.	ENALAPRIL 5 MG *RX*	$0.12

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
63.	EPI PENS *RX*	$71.00
64.	EPZICOM -300MG/600MG	$29.99/$29.99
65.	ERYTHROMYCIN 500 MG *RX*	$2.71
66.	FAMOTIDINE 20MG *RX*	$0.02
67.	FANAPT-4mg *RX*	$2.14
68.	FERO SUL 325MG *RX*	$0.02
69.	FISH OIL 1000MG *RX*	$0.03
70.	FLOMAX 0.4MG *RX*	$0.15
71.	FLUCONAZOLE 150MG *RX*	$1.75
72.	PROZAC-20MG/40MG *RX*	$0.04/$0.04
73.	FOLIC ACID 1MG *RX*	$0.02
74.	LASIX- 20 MG- *RX*	$0.04
75.	GABAPENTIN-100MG/300MG/400MG/ *RX*	$0.02/$0.05/$0.05
76.	GEMFIBROZILE – 600mg *RX*	$0.06
77.	GENTAMICIN OPTH SOLUTION	$0.08
78.	GEODON-20MG/40MG/60MG/80MG *RX*	$0.99/$0.99/$0.99/$0.99
79.	GLIPIZIDE 10 MG *RX*	$0.03
80.	GLUCOGEN KIT RX	$146.50
81.	GLUCOPHAGE 500MG *RX*	$0.09
82.	GLUCOSE GEL *RX*	$0.02
83.	GLUCOSE TABS *RX*	$0.02
84.	GLYBURIDE 5 MG *RX*	$0.05
85.	GUAFENESIN 600 MG *RX*	$0.16
86.	GUAIFEN SF (COUGH SYRUP) OTC	$0.05
87.	HALDOL-2.5MG/5MG/10MG *RX*	$0.10/$0.20/$0.40
88.	HALDOL DEC-50 MG/ML/- 100 MG/ML *RX*	$15.00/$33.00
89.	HALDOL LAC 5mg/1ml *RX*	$0.20
90.	HEMORRHOIDAL CREAM *OTC*	$0.02

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
91.	HEMORRHOIDAL SUPPOSITORIES *OTC*	$0.02
92.	HYDROCODONE/ACETAMINOPHEN-5/325mg *RX*	$0.08
93.	HYDRALAZINE 25MG *RX*	$0.04
94.	HYDROCHLOROTHIAZIDE 12.5MG/25MG *RX*	$0.02/$0.03
95.	HYDROSCORTISONE CREAM 1 % *OTC*	$0.06
96.	HYDROXYZINE-25MG*RX*	$0.04
97.	HYRDOGEN PAROXIDE *OTC*	$0.03
98.	IBUPROFEN-200MG/400MG/600MG/800MG *RX*	$0.03/$0.02/$0.02/$0.03
99.	INDOMETHACIN 50MG *RX*	$0.06
100.	INVEGA- 3MG *RX*	$21.02
101.	KERI LOTION -8oz. *RX*	$0.02
102.	KETOCONOZOLE CREAM -60g tube RX	$0.10
103.	KWELL LOTION 1%- 8oz. bottle *OTC*	$0.05
104.	LABETALOL 300MG *RX*	$0.44
105.	LACTULOSE SOL.160z bottle *RX*	$0.01
106.	LANTUS INSULIN *RX*	$15.92
107.	LATUDA 80MG - *RX*	$17.99
108.	LEVEMIR INSULIN *RX*	$15.99
109.	LEXAPRO-5MG/10MG/20MG *RX*	$0.10/$0.07/$0.08/
~~110.~~	~~LIDANE LOTION *RX*~~	
111.	LIPITOR -20MG/40MG *RX*	$0.15/$0.14
112.	LITHIUM-300MG/600MG *RX*	$0.02/$0.10
113.	LISINOPRIL -5MG/20MG	$0.03/$0.04
114.	LOPERAMIDE 2MG *RX*	$0.10
115.	LORATIDINE 10MG *RX*	$0.05
116.	LORAZEPAM 1MG *RX*	$0.02
117.	LORAZEPAM INJ. *RX*	$0.05
118.	LOTRISONE CREAM-1oz tube *OTC*	$0.65

EXHIBIT "B"revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
119.	LOVASTATIN 20MG	$0.05
120.	LOSARTAN 50mg	$0.05
121.	MAALOX PLUS SUSPENSION-120z bottle *OTC*	$0.02
122.	MAGNESIUM CITRATE-10oz. *OTC*	$0.02
123.	MECLIZINE 25MG *RX*	$0.15
124.	METHYLPREDNISOLONE-4MG/16MG/32MG *RX*	$0.69/$1.79/$3.00
125.	METRONIDAZOLE 500MG *RX*	$0.05
126.	METROGEL 1% GEL-60g bottle RX	$0.45
127.	MILK OF MAGNESIA-12oz bottle OTC	$0.01
128.	MINERAL OIL *OTC*	$0.01
129.	MIRTAZAPINE -15MG/30MG *RX*	$0.10/$0.10
130.	MONTELUKAST 10MG	$0.13
131.	MUCINEX- DM *OTC*	$0.03
132.	MYCOPHENOLATE 250MG RX	$0.10
133.	MUSCLE RUB-1oz tube *OTC*	$0.03
134.	NAPROXEN 500MG *RX*	$0.06
135.	NATURAL FIBER-10oz bottle *OTC*	$0.02
136.	NEOSPORIN OPTH SOL-10ml bottle *RX*	$0.24
137.	NEXIUM 40MG RX	$6.85
138.	NIFEDIPINE ER 30MG *RX*	$0.27
139.	NORTRIPTYLINE -25MG/50MG/75MG/100MG /*RX*	$0.10/$0.13/$0.17/$0.17
140.	NORVASC-5MG/10MG *RX*	$0.03/$0.04
141.	NORVIR 100MG	$8.17
142.	NOVOLIN 70/30 *RX*	$8.30
143.	NOVOLIN NPH *RX*	$8.30
144.	NOVOLOG INSULIN *RX*	$15.75
145.	NS 0.9 IRR SOLN 1000 ML *OTC*	$0.03
146.	OCCUSPORIN HC OPHTHALMIC OINTMENT-10ml bottle *OTC*	$0.03
147.	OCEAN NASAL SPRAY-1/2 oz. bottle *OTC*	$0.06

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
148.	OLANZAPINE10MG/15MG/MG-*RX*	$0.18/$0.30/$0.45
149.	OMPERAZOLE-20 MG/40 MG*RX*	$0.19/$0.20
150.	OXCARBAZEPINE-150MG/300MG/600MG	$0.08/$0.10/$0.22
151.	PAROXETINE- 20MG/40MG *RX*	$0.06/$0.10
152.	PENICILLIN V POTASSIUM 500MG *RX*	$0.08
153.	PERMETHERIN CREAM -60g tube *RX*	$0.09
154.	PERPHENAZINE 4MG *RX*	$0.79
155.	PIOGLITAZONE 15MG	$0.07
156.	PHENOBARBITAL 15MG/30MG/100MG *RX*	$0.16/$0.20/$0.26
157.	PHENYTOIN SOD EX 100 MG TABS *RX*	$0.07
158.	PLAVIX 75MG	$0.08
159.	POLYSPORIN OINTMENT *OTC*	$0.01
160.	POTASSIUM CL 10MEQ *RX*	$0.20
161.	PREDNISONE -5MG/10MG/20MG *RX*	$0.04/$0.05/$0.14
162.	PRENATAL VITAMIN *OTC*	$0.03
163.	PREZISTA 400MG	$15.94
164.	PRINIVIL 5MG *RX*	$0.02
165.	PRISTIQ 50MG *RX*	$5.65
166.	PROMETHAZINE 25MG *RX*	$0.03
167.	PROMETHAZINE 25MG INJECTION *RX*	$0.04
168.	PROPRANOLOL-10MG/20MG *RX*	$0.03/$0.03
169.	PROTONIX 40MG *RX*	$0.10
170.	PROVIDONE SCRUB-16oz. bottle *OTC*	$0.02
171.	RANITIDINE 150 MG *RX*	$0.04
172.	RETROVIR 300MG	$0.25
173.	REYATAZ 300MG	$29.46
174.	RISPERIDONE-1MG/2MG/3MG/4MG/25MG/50MG *RX*	$0.10/$0.10/$0.15/$0.17/$0.18/0.20
175.	RISPERDAL INJECTION-25mg *RX*	$0.03
176.	SEA MIST NASAL *OTC*	$0.15

EXHIBIT "B"revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
177.	SEROQUEL–100MG *RX*	$0.16
178.	SERTALINE 50MG/100MG *RX*	$0.06/$0.06
179.	SILVER SULFADIAZINE-85g tube *RX*	$0.13
180.	SIMVASTATIN 20MG/40MG *RX*	$0.04/$0.04
181.	SMZ-TMP DS *RX*	$0.06
182.	STERILE H2O -1000ml bottle *OTC*	$0.03
183.	STOOL SOFTNER 100MG *OTC*	$0.01
184.	SULCRAFATE 1GM *RX*	$0.02
185.	SURFAX 240MG *RX*	$0.03
186.	SYNTHROID- 25MG/50MG/75MG/100MG *RX*	$0.30/$0.30/$0.30/$0.50
187.	TACROLIMUS ANHYDROUS 1MG RX	$0.25
188.	THIAMINE 100MG *RX*	$0.03
189.	THORAZINE-50MG/100MG/200MG	$1.45/$1.82/$2.34
190.	TOLNFTATE CREAM 1% 15 G *OTC*	$0.09
191.	TOPIRAMATE 50MG *RX*	$0.06
192.	TOPROL-25MG/50MG/100MG	$0.03/$0.03/$0.03
193.	TOPROL XL-25MG/50MG/100MG	$0.27/$0.27/$.40
194.	TRAMADOL 50MG *RX*	$0.04
195.	TRANXENE- 7.5MG	$0.04
196.	TRAZODONE-50MG/100MG *RX*	$0.03/$0.04
197.	TRIPLE ANTIBIOTIC CREAM -1oz tube *OTC*	$0.16
198.	TRUVADA-200MG/300MG	$19.11
199.	VALPROIC ACID 250 MG *RX*	$0.08
200.	VIREAD 300MG	$16.62
201.	VYTORIN 10/10MG *RX*	$2.25
202.	WAFFARIN-1MG/3MG/5MG *RX*	$0.05/$0.05/$0.05
203.	ZETIA- 10MG *RX*	$5.18

EXHIBIT "B"revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

	MEDICATION DESCRIPTION	UNIT PRICE (per pill/tablet/vial
204.	ZYPREXA RAND-5--- 5MG/10MG/15MG/20MG	$0.11/$0.18/$0.30/$0.45
	TOTAL PRICE	$ $686.14
	DISPENSING FEE per prescription	$2.49
	GRAND TOTAL PRICE	$ $688.63

All prices must include all pharmacists' services as well as all delivery fees. ALL FEES ARE INCLUDED

Does vendor offer 24 hours Pharmacist services assistance? **YES or NO** YES

Does vendor have at least one local pharmacy located in Hidalgo County for emergency purpose only? **YES or NO** YES

Vendors will offer Hidalgo Co. Sheriff's Office –Adult Detention Center Non-Legend Pharmaceuticals at a rate of Cost plus a dispensing fee per prescription $ 2.49

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Westwood Pharmacy

ADDRESS: 5823 Patterson Avenue

CITY/STATE/ZIP CODE: Richmond, VA 23226

PHONE & FAX NO.'S: (866) 996-6379 (toll-free phone) (866) 288-6707 (fax)

CELLULAR PHONE: (804) 519-3383

AUTHORIZED SIGNATURE:

PRINTED NAME: Hunter Hoggatt

TITLE: Vice President

EMAIL: Hunter.Hoggatt@westwoodpharmacy.com

EXHIBIT “C”

CERTIFICATE OF INSURANCE

WESTPHA-01 MARAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2014

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
Morgan-Marrow Company
21 Manhattan Square
Hampton, VA 23666

CONTACT NAME: Mara S. Powell
PHONE (A/C, No, Ext): (757) 865-1900 FAX (A/C, No): (757) 865-1478
E-MAIL ADDRESS: MaraP@morganmarrow.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Assurance Company of America	19305
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Westwood Pharmacy, MAO Pharmacy t/a
5823 Patterson Avenue
Richmond, VA 23226

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab. X Liquor Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PAS004598845	01/01/2014	01/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PAS004598845	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			PAS004598845	01/01/2014	01/01/2015	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		14WECLH5577	01/01/2014	01/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
Attn: Virginia
2802 S. Bus. Hwy. 281 New Administration Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
January 14, 2014
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 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**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-42601** Resolution honoring Michael Donovan

7. **Executive Officer - Valde Guerra:**

A. 1. 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."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

8. **Constables:**

12. **Purchasing Department - Marty Salazar:**

Notes:

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

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

A. **Pct. 2**

1. **AI-42433** Acceptance of the sole bid received and approval of contract for the request for bids for "Loading and Hauling of Dirt" for Hidalgo County Precinct #2. (Bid No.: 2013-269-10-30-CGA)

2. **AI-42514** Acceptance, and approval of the following for C-13-250-01-14 - "Road & Drainage Construction - Rancho Blanco Road" between Hidalgo County and R.D.H. Site & Concrete Company as submitted through project engineer R. Gutierrez Engineering Corp.:

   A. Final construction contract (CC previously approved to award on 10/22/2013) in the amount of $297,936.13;

   B. Pursuant to TXLGC262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...' The original contract price may not be decreased by 18% or more without the consent of the contractor.

B. **WIC**

1. **AI-42421** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County WIC Program-Lease of Office Space-City of Roma- RFB No. 2013-213-12-04-SMA

C. **Sheriff's Office** APPROVED

1. **AI-42422** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Sheriff's Office Legend and Non-Legend Pharmaceuticals- RFB No. 2013-145-12-27-SMA.

WESTWOOD PHARMACY

EXHIBIT B-1

HILDALGO Non-Contract Utilization	Unit Price
ACETAMINOPHEN-cod #3 300	$0.27
ALLOPURINOL 100MG TAB	$0.41
ALLOPURINOL 300MG TAB	$0.74
AMITRIPTYLINE HCL 75MG TAB	$1.60
AMOX-CLAV 875-125MG TAB	$2.70
AMOX/CLAV ER 1000/62.5 TAB	$5.63
ATENOLOL 25MG TAB	$0.45
ATORVASTATIN 10MG TAB	$2.22
AZITHROMYCIN 600MG TAB	$10.26
BENZONATATE 100MG CAP	$1.38
BUMETANIDE 1MG TAB	$0.73
BUPROPION SR 150MG TAB	$1.07
CALCIUM CARBONATE 1250/5ML SUS	$0.02
CALCIUM/D 600-400 TAB	$0.02
CARVEDILOL 6.25MG TAB	$1.16
CEFDINIR 300MG CAP	$4.30
CEFPROZIL 500MG TAB	$4.91
CETIRIZINE HCL 10MG TAB	$0.04
CHLORHEXIDINE GLUCONATE 0.12% SOL	$0.01
CLOBETASOL 0.05% CREM	$5.22
CLONAZEPAM 0.5MG TAB	$0.39
CLOPIDOGREL 75MG TAB	$0.08
CLOTRIMAZOLE 1% CREM	$0.09
CLOTRIMAZOLE VAGINAL 2% CRM	$0.40
COLCHICINE 0.6MG TAB	$5.66
DAPSONE 100MG TAB	$2.82
DESCOVY 200-25 MG TAB	$49.27
DIVALPROEX 250MG DR TAB	$0.96
DORZOLAMIDE-TIMOLOL 2-0.5%OP SOL	$6.74
ERYTHROMYCIN 2% SOL	$0.70
ERYTHROMYCIN OP OINT	$4.56
FENOFIBRATE 145MG TAB	$3.15
FENOFIBRATE 54MG TAB	$0.67
FEXOFENADINE HCL 180MG TAB	$0.39
FLUCONAZOLE 100MG TAB	$4.81
FLUCONAZOLE 200MG TAB	$7.88
FLUTICASONE 50MCG SPR	$2.93
GENTAK 0.3% OP OINT	$4.72
GNP MELATONIN 3MG TAB	$0.02
GNP VITAMIN D3 2000UNIT TAB	$0.04
HALOPERIDOL 2MG TAB	$0.53
HAVRIX 1440 U/ML INJ	$58.75
HYDROXYCHLOROQUINE 200MG TAB	$2.25
ISOSORB MONO 30MG ER TAB	$0.43

WESTWOOD PHARMACY

ISOSORBIDE MONONITRATE 60MG ER TAB	$0.40
KETOCONAZOLE 2% CREM	$0.10
LABETALOL 100MG TAB	$0.42
LAMOTRIGINE 25MG TAB	$2.28
LEVETIRACETAM 1000MG TAB	$3.87
LEVOFLOXACIN 500MG TAB	$11.05
LEVOTHYROXINE 100MCG TAB	$0.47
LEVOTHYROXINE 200MCG TAB	$0.68
LEVOTHYROXINE 75MCG TAB	$0.46
LOSARTAN 100MG TAB	$1.71
LOVASTATIN 40MG TAB	$2.35
MEGESTROL AC 40MG/ML SUS	$0.33
MELOXICAM 7.5MG TAB	$1.53
METHIMAZOLE 10MG TAB	$0.65
METHIMAZOLE 5MG TAB	$0.37
METHOTREXATE 2.5MG TAB	$2.99
METHYLPRED 4MG PAK TAB	$0.79
METRONIDAZOLE 1% GEL	$3.88
MICONAZOLE VAG CREAM 2% CRM	$0.13
MUPIROCIN 2% CREM	$8.42
NEOMYCIN-POLYMYXIN-HC 1% OTIC SUS	$8.46
NEXIUM 20MG OTC CAP	$0.83
NIFEDIPINE 60MG ER TAB	$2.09
NIFEDIPINE ER 60MG TAB	$1.90
NITROFUR MAC 100MG CAP	$2.84
NITROFURANTOIN MONO MACRO 100MG CAP	$2.69
OXYBUTYNIN 5MG TAB	$0.64
PANTOPRAZOLE SODIUM 40MG TAB	$2.23
PENTOXIFYLLI 400MG ER TAB	$0.54
PERPHENAZINE 8MG TAB	$1.62
PHENAZOPYRID 200MG TAB	$3.36
PHENOBARB 60MG TAB	$0.44
POLYETH GLYC 3350 NF POW	$0.05
POTASSIUM CL ER 20MEQ TAB	$0.53
PRAVASTATIN 20MG TAB	$1.80
PRAZOSIN HCL 1MG CAP	$0.75
PRAZOSIN HCL 2MG CAP	$1.11
PRAZOSIN HCL 5MG CAP	$1.93
PRENATAL PLUS IRON 29-1MG TAB	$0.15
PRIMIDONE 50MG TAB	$0.28
QUETIAPINE FUMARATE 25MG TAB	$2.20
RANEXA ER 500MG TAB	$5.36
RENAL CAPS SOFTGEL CAP	$0.37
SILVASORB GEL	$0.60
SPIRONOLACT 100MG TAB	$0.78

WESTWOOD PHARMACY

SPIRONOLACTONE 25MG TAB	$0.24
SPIRONOLACTONE 50MG TAB	$0.44
SUDOGEST 60MG TAB	$0.06
SULFASALAZINE 500MG TAB	$0.21
TAMSULOSIN 0.4MG CAP	$2.32
TIVICAY 50 MG TAB	$47.80
TRI-CHLOR 80% SOL	$3.99
TRIUMEQ TAB	$80.90
VALSARTAN 40MG TAB	$3.27
VALSARTAN 80MG TAB	$2.56
VENTOLIN HFA INHALER AER	$2.84
VERAPAMIL 80MG TAB	$0.29
VIT D2 50,000 UNITS CAP	$1.09
VITAMIN D3 2,000 UNIT CAP	$0.06
VITAMIN E 200 UNITS CAP	$0.06
VITAMIN E 400 UNITS CAP	$0.06

AI-57279 **Purchasing Department** **20. H. 2.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the additional one (1) year extension for agreements as (set forth below) for the Hidalgo County Sheriff's Office (on an as needed basis), under the same rates, terms and conditions;
a. Southern Tire Mart, E-15-386-10-27 (C-14-324-12-02), "Purchase of Tires-Including Installation and other Related Services", effective, 12/06/16;
b. Pro-Tech Pest Control-C-13-146-08-06-Pest Control Services, effective, 01/01/17;
c. Tropical Texas Behavioral Health Ctr (MHMR)-Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail, effective, 01/01/17.

BACKGROUND

Extensions/Renewals:
Southern Tire Mart (Contract includes other Hidalgo County Law Enforcement Agencies)
Pro-Tech Pest Control
Tropical Texas Behavioral Ctr (MHMR)

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 7-1100-42X-XX-280-00X-0-425

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

BUDGETARY IMPACT:

2017 Adopted Budget
Sheriff's Office (280-001) - $4,920.00
Jail (280-002) - $4,500.00

FISCAL YEAR: 2016 ACCT. #: 6-XXXX-4XX-00-2XX-0XX-0-610

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

BUDGETARY IMPACT:

Funds on an as needed basis.
6-1100-421-00-280-001-0-610
6-1100-421-00-291-001-0-610
6-1100-421-00-292-001-0-610
6-1100-421-00-293-001-0-610
6-1100-421-00-294-001-0-610
6-1100-421-00-295-001-0-610

6-1254-412-00-270-014-0-610

FISCAL YEAR: 2017 ACCT. #: 7-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

2017 Adopted Budget $272,700.00

Attachments

Extension/HB1295-Sothern Tire Mart-HCSO

Extension/HB1295-ProTech Pest Control-HCSO

Extension/HB1295-TTBH (MHMR)-HCSO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2016 03:37 PM
Budget & Management	Veronica Ortiz	11/09/2016 03:46 PM
Merlen P. Munoz	Merlen P. Munoz	11/10/2016 09:16 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Letty Saenz Started On: 11/09/2016 10:11 AM

Final Approval Date: 11/10/2016

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 03, 2016

Richard Conwill, Director of Gov't Sales — via email rconwill@stmtires.com
c/o Natalie Dixon, Gov't Sales Assoc. — via email ndixon@stmtires.com
SOUTHERN TIRE MART
529 Industrial Park Road
Columbia, MS 39429
P (877) 786-4681 C (601) 410-4762 **F** (214) 389-7111

Re: **Extension/HB1295 Form Notice**
Contract No. E-15-386-10-27 (C-14-324-12-02) -Hidalgo County Sheriff's Office including All Other Hidalgo County Law Enforcement Agencies --"Purchase of Tires (including Installation and other Related Services)" (on as needed basis).

Dear Mr. Conwill/Ms. Dixon:

Be advised, that County has chosen the option to exercise the **SECOND (2nd) & FINAL** of the additional two (2) one (1) **year** periods, **under the same rates, terms and conditions** with **SOUTHERN TIRE MART** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **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.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-16-387-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Friday, November 9, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: 11/7/16
Richard Conwill, Director of Gov't Sales

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract 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/lhs
Enclosures

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heather Williamson	
Southern Insurance Group, LLC 418 Sumrall Rd, Suite 5 Columbia, MS 39429	PHONE (A/C, No, Ext): (601) 736-1086	FAX (A/C, No): (601)861-4889
	E-MAIL ADDRESS: hwilliamson@sigins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State National Insurance Company	12831
INSURED Southern Tire Mart, LLC 529 Industrial Park Road Columbia, MS 39429	INSURER B : Axis Insurance Company	37273
	INSURER C : Liberty Mutual Insurance Company	23043
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	XNDP-00405-03	09/01/2016	09/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	XNDA-00405-03	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	MAU74197 1/01/2016	09/01/2016	09/01/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-69D-449285-026	05/01/2016	05/01/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate Holder is Additional Insured on all policies except Workers Compensation and provided Waiver of Subrogation when required by written contract. A 30 Day Notice of Cancellation applies, except for Cancellation due to Non Payment of Premium.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S Business Hwy 281
Edinburg, TX 78539-6243

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 Heather Williamson <HW>

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-133839

Date Filed:
11/07/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Tire Mart, LLC
Columbia, MS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Sheriff's Office

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.
E-15-386-10-27
Purchase of Tires (Includint Installation and other Related Services)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Southern Tire Mart, LLC	Columbia, MS 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.

STATE OF MISSISSIPPI
VICTORIA NEWCOMER
ID No 113599
NOTARY PUBLIC
Comm Expires August 30, 2019
MARION COUNTY

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard Conwill, this the 7th day of November, 20 16, to certify which, witness my hand and seal of office.

Victoria Newcomer — Signature of officer administering oath
Victoria Newcomer — Printed name of officer administering oath
Benefits Manager — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-133839

Date Filed:
11/07/2016

Date Acknowledged:
11/09/2016

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

Southern Tire Mart, LLC
Columbia, MS United States

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

Hidalgo County Sheriff's Office

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.

E-15-386-10-27
Purchase of Tires (Includint Installation and other Related Services)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Southern Tire Mart, LLC	Columbia, MS 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

E-15-386-10-27

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 21, 2015

Richard Conwill, Director of Gov't Sales
c/o Natalie Dixon, Gov't Sales Assoc.
SOUTHERN TIRE MART
529 Industrial Park Road
Columbia, MS 39429
P (877) 786-4681 **C** (601) 410-4762 **F** (214) 389-7111

via email rconwill@stmtires.com
via email ndixon@stmtires.com

Re: ***Extension/Renewal --Contract No. C-14-324-12-02 -Hidalgo County Sheriff's Office including All Other Hidalgo County Law Enforcement Agencies -"Purchase of Tires (including Installation and other Related Services)" (on as needed basis)***

Dear Mr. Conwill:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1ST) YEAR** of the additional **two** (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting by signing below and returning to the Purchasing Department, to via facsimile to (956) 956-318-2629 or via email: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request deadlines.

By: _____ **Date:** October 2, 2015
Richard Conwill, Director of Gov't Sales

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

RECEIVED
AUG 31 2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nicole Bass	
Southern Insurance Group, LLC P.O. Box 789 418 Sumrall Road Columbia, MS 39429	PHONE (A/C, No, Ext): (601) 736-9899	FAX (A/C, No): (601) 736-9405
	E-MAIL ADDRESS: nbass@sigins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State National Insurance Co.	12831
INSURED Southern Tire Mart, LLC 529 Industrial Park Road Columbia, MS 39429	INSURER B : Axis Insurance Co.	37273
	INSURER C : Liberty Mutual Insurance Co.	23043
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	XNDP-00405-02	09/01/2015	09/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	XNDA-00405-02	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	MAU741971/01/2014	09/01/2015	09/01/2016	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WA7-69D-449285-025	05/01/2015	05/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garage Keepers Garage Liability	Y Y	Y Y	XNDA-00405-02 XNDA-00405-02	09/01/2015 09/01/2015	09/01/2016 09/01/2016	25,000 Ded	$300,000 $1,000,000

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

Certificate holder is Additional Insured and is provided Waiver of Subrogation when required by written contract executed prior to a loss.
30 Day Notice of Cancellation applies, except for Cancellation due Non-Payment of Premium.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S Business Hwy 281
Edinburg, TX 78539-6243

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 Nicole Bass <NB>

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SPECIAL MEETING - October 27, 2015

BE IT REMEMBERED, that on this 27th day of October A.D., 2015, 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 CONSENT
COMMISSIONERS' COURT
October 27, 2015
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:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval for the exception of Item.11.H. to be pulled for discussion.

Vote: 5 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2015 Intradepartmental transfers:**

A. **AI-51981** 2015 - Public Affairs (1100)

B. **AI-51977** 2015 - County Judge (1100)

C. **AI-51962** 2015 - Human Resources (1100)

D. **AI-51976** 2015 - Pct. 4 Doolittle Recovery (1100)

E. **AI-51903** 2015 - Pct. 4 Admin (1200)

F. **AI-51956** 2015 - Constable Pct. 2 (1100)

B. **AI-51578** 1. Approval of reimbursement in the amount of $994,336.01 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 09/26/15 to 10/09/15.

09/26-30/15	$197,596.68
10/01-02/15	$360,733.64
10/03-09/15	$436,005.69
TOTAL	$994,336.01

2. Approval of wire transfer to cover claims paid.

C. **AI-51963** Transfers In-Gen Fund (1285):
Approval of 2015 interfund transfer from Co Wide Adm-Contingency to Transfers In-General Fund (1285) in the amount of $5,421.18 to fund the total local match required to appropriate funds for the STOP Truancy Grant, CC 10/27/15 (AI-51591), in the total amount of $5,421.18.

11. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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. **AI-51984** Acceptance and approval of proposal submitted by AAMECC, LLC awarded vendor (through County's participation with TIPS /TAPS Contract No. 1042513) for HC-Facilities Management Project titled: "Asbestos Abatement Consulting Services, including but not limited to Preparation of Specifications, Project Air Monitoring and Air Monitoring for Final Clearance" in the amount of $3,915.00 for the County Owned building located at 300 E. Hackberry Ave, McAllen, TX (Project# 2015-331A-MSS).

B. **AI-51978** Ratification of fully executed Change Orders No. 1 & 2 in connection with the Precinct. No. 2 -SIOUX ROAD PAVING IMPROVEMENTS PROJECT (from I Road to 3,500 feet East of Raul Longoria) as recommended by project engineer, Mr. Raul Sesin, P.E, Hidalgo County Drainage District No. 1. Project cost was increased in the amount of $2,185.00 on Change Order No. 1, and $5,554.56 on Change Order No. 2.

UNANIMOUS vote of approval subject to legal review of the invoicing for the auditor's office.

Vote: 5 - 0 -Unanimously

Correction on Item.11.H.2 PO# 7178799 to PO# 717899

I. **AI-51579** Requesting approval of the **additional one (1) year extension/renewal** for agreements as (set forth below) for **Hidalgo County Sheriff's Office (on an as needed basis),** under the same rates, terms and conditions;

APPROVED

1. "Purchase of Tires-Including Installation and other Related Services" (on an as needed basis), including **All other Hidalgo County Law Enforcement Agencies**, **(First (1st) Year** of the two (2) one (1) year terms) with the following multi awarded vendors:
A. Southern Tire Mart, C-14-324-12-02, effective, **12/06/15;**
B. A to Z Tire & Battery, Inc., C-14-324A-12-02, **[TIRES ONLY],** effective, **12/06/15.**

2. Henry Schein, Inc. d/b/a **Henry Schein Matrix Medical-"Purchase of Medical Supplies & Equipment"** in connection to contract# **C-13-156-12-20**, **(First (1st) Year** of the additional two (2) one (1) year terms), effective, **12/22/15.**

3. Tropical Texas Behavioral Health Center (MHMR)-Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at County Jail, in connection to **ILA #C-13-356-12-20,** (**First (1st) Yr** of the five (5) one (1) year terms), effective, **01/01/16.**

J. **AI-51923** Acceptance and approval for payment of invoices as submitted by LEFEVRE Engineering [for the provision of engineering services] under Contract #C-14-308-09-09-PO#721465 through Work Authorization No. 1 including, but not limited to the following:

INVOICE #JULY 15-4:$12,586.00 for services rendered July 1 thru July 26, 2015
INVOICE #AUGUST 15-10:$832.50 for services rendered August 1 thru August 25, 2015

K. **AI-51916** 1. Approval of Request for Payment-Application No. 9 in the amount of $124,070.95 from Central Air and Heating Services, Inc., awarded contractor for the Sheriff's Office "Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement", and as certified for payment by project engineer, Chanin Engineering, and reviewed & initialed by construction manager, Prodigy Construction Management through contract C-14-047-01-20;

2. Acceptance & approval of Invoice No. 1281 in the amount of $2,700.00 submitted by contracted vendor, Prodigy Construction Management, LLC, C-14-360-10-14, for the provision of construction management services for, "Adult Detention and Law Enforcement Facility Repairs and/or Replacement."

APPROVED

AI-51579 **Purchasing Department** **11. I.**

CC CONSENT

Meeting Date: 10/27/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the **additional one (1) year extension/renewal** for agreements as (set forth below) for **Hidalgo County Sheriff's Office (on an as needed basis),** under the same rates, terms and conditions;

1. "Purchase of Tires-Including Installation and other Related Services" (on an as needed basis), including **All other Hidalgo County Law Enforcement Agencies**, **(First (1st) Year** of the two (2) one (1) year terms) with the following multi awarded vendors:
A. Southern Tire Mart, C-14-324-12-02, effective, **12/06/15;**
B. A to Z Tire & Battery, Inc., C-14-324A-12-02, **[TIRES ONLY],** effective, **12/06/15.**

2. Henry Schein, Inc. d/b/a **Henry Schein Matrix Medical-"Purchase of Medical Supplies & Equipment"** in connection to contract# **C-13-156-12-20**, **(First (1st) Year** of the additional two (2) one (1) year terms), effective, **12/22/15.**

3. Tropical Texas Behavioral Health Center (MHMR)-Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at County Jail, in connection to **ILA #C-13-356-12-20, (First (1st) Yr** of the five (5) one (1) year terms), effective, **01/01/16.**

BACKGROUND

Extensions/Renewals:
Southern Tire Mart -C-14-324-12-02
A to Z Tire & Battery, Inc. -C-14-324A-12-02
Henry Schein, Inc. d/b/a Henry Schein Matrix Medical -C-13-156-12-20
Tropical Texas Behavioral Health Center (MHMR) -ILA #C-13-356-12-20

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: Misc accts

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

BUDGETARY IMPACT:

On an as needed basis, misc. funding sources
5-1100-421-00-280-001-0-610
5-1100-421-00-291-001-0-610
5-1100-421-00-292-001-0-610
5-1100-421-00-293-001-0-610
5-1100-421-00-294-001-0-610
5-1254-412-00-270-014-0-610

FISCAL YEAR: 2015 ACCT. #: 5-1100-423-21-280-002-0-610

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

BUDGETARY IMPACT:

As needed basis
Available balance as of 10-23-15 $103,070.06

FISCAL YEAR: 2015 ACCT. #: 5-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 10-23-15 $6,850.20
2016 Budget

Attachments

Extension-A to Z Tire & Battery

Extension-Southern Tire Mart

Extension-Henry Schein Inc dba Henry Schein Matrix Medical-HCSO

Extension-ILA-TTBH-MHMR-HCSO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/19/2015 04:01 PM
Budget & Management	Veronica Ortiz	10/21/2015 02:43 PM
Manuel Chapa	Manuel Chapa	10/23/2015 03:58 PM
Auditor's Office	Monica Badillo	10/23/2015 06:55 PM
Form Started By: Letty Saenz		Started On: 09/28/2015 09:04 AM
Final Approval Date: 10/23/2015		

REQUIREMENTS AGREEMENT
C-14-324-12-02

THIS AGREEMENT (the "Agreement") is entered into effective as of the **2nd** day of **December, 2014** by and between **Southern Tire Mart, LLC** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** including **All Other Hidalgo County Law Enforcement Agencies** for -**"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)** (the "Product") 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; 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 a **one (1) year** with the County's option to extend/renew for an additional two (2) one (1) year terms, 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 **December 6, 2014** and expire on **December 5, 2015** 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: **Southern Tire Mart, LLC**
Attn: Richard Conwill, Director of Gov't Sales
529 Industrial Park Road
Columbia, MS 39429

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

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

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

p. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: December 2, *2014*

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/2/14

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
SOUTHERN TIRE MART, LLC

By: _____
Printed Name: Richard Conwill
Title: Director of Gov't Sales

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 15, 2014

Participant's name

Address

City

State, Zip Code

Re: ***Hidalgo County Sheriff's Office***
Request for Bids–"*Purchase of Tires- Purchase of Tires-Including Installation and Other Related Services*"
Bid No: 2014-324-10-01-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Tires
Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	1
2.	**Request for Bid, Legal Notice**	8
3.	**Exhibit "A" Specifications/Requirements/Qualifications**	3
4.	**Exhibit "B" Bid Page**	4
5.	**Exhibit "C" Insurance Requirements**	4
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	1
7.	**Vendor/Bidder Application and W-9 form**	6
8.	**Certification Regarding Debarment**	1
9.	**Draft Requirements Agreement**	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

September 15, 2014
Date

Bid No: 2014-324-10-01-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"Purchase of Tires
Including Installation and Other Related Services"

BID OPENING DATE: October 01, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

1. Sealed bids will be received for ***"HIDALGO COUNTY SHERIFF'S OFFICE - Purchase of Tires-Including Installation and Other Related 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 NO. 2014-324-10-01-SMA-Hidalgo County Sheriff's Office-"Purchase of Tires-Including Installation and Other Related Services"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30a.m.,WEDNESDAY October 01, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *REQUEST FOR BIDS-2014-324-10-01-SMA-Hidalgo County Sheriff's Office-Purchase of Tires-Including Installation and Other Related 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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - ***"HIDALGO COUNTY SHERIFF'S OFFICE -Purchase of Tires-Including Installation and Other Related Services"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Attn: Elizabeth Cano-Accounts Payable Supervisor
HIDALGO COUNTY AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 01, 2014**
Award of Contract	,2014
Commence Work or Deliver Products	, 2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
  COMPLETION AND SUBMISSION OF FORM CIQ (Exhibit D) IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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 SHERIFF'S OFFICE
"Purchase of Tires-Including Installation and Other Related Services"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of Tires-Including Installation and Other Related Services"
Bid No: 2014-324-10-01-SMA

SCOPE OF SERVICES:

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, **including all other *Hidalgo County Law Enforcement Agencies*,** in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS,REQUIREMENTS, TERMS AND CONDITIONS:

1) The tires will be purchased only on an "**as needed basis".** (REFER TO EXHIBIT B)

2) Interested vendors may have at least **one (1) service/store location in Hidalgo County.**

3) All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.

4) All tires specified as **"all steel"** should be for speeds of 100 mph and greater.

5) The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).

6) Mounting, rotation and balancing of tires is **OPTIONAL,** and will be done only on an **"as needed basis".**

7) Hidalgo County Sheriff's Office will dispose of all their used tires.

8) All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.

9) Vendors will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

10) Hidalgo County reserves the right to award item by item or services to one (1) or to multiple vendors, if it deems it is in its best interest 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)

12) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.

13) Interested vendors must have been established and in business for at least two (2) years.

14) Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.

15) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

16) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

17) 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) days written notice prior to be cancellation.

18) Vendor agrees that to the extent an item is unavailable from vendors own inventory, vendors will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

19) After bid 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 seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

20) Costs are to be net F.O.B., County Prepaid.

21) Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

22) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent,**Attn: Sandra Montalvo AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SUBMISSION OF QUESTIONS:

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, WEDNESDAY, September 24, 2014 AT 5:00 P.M., AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN FRIDAY, September 26 , 2014 AT 5:00 P.M.

EXHIBIT "B"

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	**10.00R20**					
2.	**11R22.5**					
3.	**11R24.5**					
4.	**215/85-R16 A/T**					
5.	**215-60-17**					
6.	**225/75-R16**					
7.	**225-45-17**					
8.	**225-55-17**					
9.	**225-60-18**					
10.	**235/65-R17**					
11.	**235-55-R17 CP4**					
12.	**235-55-R17 (speed rated) CP1**					
13.	**235-55-ZR17**					
14.	**235-55-ZR17 99W M +S**					
15.	**235-85-R16 (hwy all steel -10 ply)**					
16.	**245/75-R16 A/T**					
17.	**245-70-R19.5 (hwy)**					
18.	**255-50.19**					
19.	**255-60-R16 Firestone Firehawk PT 41**					
20.	**255-70-18**					
21.	**265-35-22**					
22.	**265-70-R17 M + S**					
23.	**275-55-20**					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	**275-60-20**					
25.	**285-45-22**					
26.	**285-60-R18 M + S**					
27.	**295-75-R22.5**					
28.	**305-55-20**					
29.	**325-65-18**					
30.	**37x12.50x17**					
31.	**8.25R20**					
32.	**9.00R20**					
33.	**LT235-75-R15 (all terrain -10 ply)**					
34.	**LT235-75-R16**					
35.	**LT245-78-R16 (all terrain -10 ply)**					
36.	**LT265-70-R17 (all terrain -10 ply)**					
37.	**LT265-75-R16 (all terrain -10 ply)**					
38.	**LT325-65-R18 (all terrain)**					
39.	**P205-50-R16**					
40.	**P205-55-R16**					
41.	**P205-65-R15**					
42.	**P205-75-R15**					
43.	**P215-60-R16**					
44.	**P225-60-R16 (speed rated)**					
45.	**P235-55-R17 (speed rated) CP3**					
46.	**P235-70-R17**					
47.	**P235-75-R17 (10 ply)**					
48.	**P245-65-R17 (regular tire)**					
49.	**P245-70-R17 (10 ply)**					

NO.	TIRE SIZE AND DESCRIPTION	BRAND	Unit Price Per Tire	OPTIONAL SERVICES		
				Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
50.	**P255-65-R17**					
51.	**P255-70-R16**					
52.	**P255-70R17 11OT Silent Amor**					
53.	**P255-70-R17 (10 ply)**					
54.	**P255-70-R17 M + S 11OT Silent Armor**					
55.	**P265-60-R17 (speed rated)**					
56.	**P265-60-R17 108-H**					
57.	**P265-70-R17 (10 ply)**					
58.	**P265-70-R18**					
59.	**P265-90-R17 108-H**					
60.	**P85/60-R18**					
61.	**T265-70-R17 Transforce A/T**					

NOTE: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires, please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

AWARDED ITEMS

Southern Tire Mart, LLC

	TIRE SIZE & DESCRIPTION	BRAND	Unit Price	Optional Services		
				Mounting (Cost)	Rotation (Cost)	Balancing (Cost)
5.	215-60-17	FIRESTONE FR710 #124721	$85.00	$ 8.50	$5.00	$6.00
7.	225-45-17	FIRESTONE FH WO INDY 500 #137080	$78.90	$8.50	$5.00	$6.00
8.	225-55-17	FIRESTONE FH WO INDY 500 #136978	$87.38	$8.50	$5.00	$6.00
11.	235-55-R17 CP4	FIRESTONE PRECISION TOUR #140803	$91.84	$ 8.50	$5.00	$6.00
12.	235-55-R17 (speed rated) CP1	FIRESTONE FIREHAWK GT Z #077325	$104.38	$8.50	$5.00	$6.00
13.	235-55-ZR17	FIRESTONE FIREHAWK GT Z #077325	$104.38	$8.50	$5.00	$6.00
14.	235-55-ZR17 99W M +S	FIRESTONE FIREHAWK PVS #077359	$110.27	$8.50	$5.00	$6.00
16.	245/75-R16 A/T	FIRESTONE DEST AT #027379	$99.37	$8.50	$5.00	$6.00
19.	255-60-R16 Firestone Firehawk PT 41	FIRESTONE FIREHAWK PV41 #067911	$91.31	$8.80	$5.00	$ 6.00
20.	255-70-18	FIRESTONE DEST LE2 #097878	$116.49	$ 8.50	$5.00	$6.00
22.	265-70-R17 M + S	FIRESTONE DEST AT #026784	$125.80	$8.50	$5.00	$ 6.00
23.	275-55-20	FIRESTONE DEST LE2 #136162	$114.37	$8.50	$5.00	$6.00
24.	275-60-20	FIRESTONE DEST LE2 #136145	$121.03	$8.50	$5.00	$6.00
25.	285-45-22	FIRESTONE DEST ST #133782	$130.49	$8.50	$5.00	$6.00
28.	305-55-20	FIRESTONE DEST MT #000173	$241.80	$8.50	$5.00	$6.00
29.	325-65-18	FIRESTONE DEST AT #192353	$186.25	$ 8.50	$5.00	$6.00
30.	37x12.50x17	MASTERCRAFT COURSER #900000020126	$302.00	$18.50	$10.00	$18.00
31.	8.25R20	SUPERMAX LT 115 #MTB-4051-XL	$197.03	$18.50	$10.00	$18.00
34.	LT235-75-R16	FIRESTONE DEST LE2 #140378	$104.82	$8.50	$5.00	$6.00
38.	LT325-65-R18 (all terrain)	FIRESTONE DEST AT #192353	$186.25	$8.50	$5.00	$ 6.00
45.	P235-55-R17 (speed rated) CP3	FIRESTONE PRECISION TOUR #140803	$91.84	$8.50	$5.00	$6.00
46.	P235-70-R17	FIRESTONE DEST LE2 #097776	$100.92	$8.50	$5.00	$6.00
47.	P235-75-R17 (10 ply)	FIRESTONE DEST AT #054239	$109.74	$8.50	$5.00	$6.00
48.	P245-65-R17 (regular tire)	FIRESTONE DEST LE2 #097997	$97.27	$8.50	$5.00	$6.00
49.	P245-70-R17 (10 ply)	FIRESTONE TRANS HT #191316	$119.24	$8.50	$5.00	$6.00
50.	P255-65-R17	FIRESTONE DEST LE2 #098048	$104.62	$8.50	$5.00	$6.00
51.	P255-70-R16	FIRESTONE DEST LE2 #097844	$113.11	$8.50	$5.00	$6.00
52.	P255-70R17 11OT Silent Amor	BRIDGESTONE DUE AT #081643	$114.37	$8.50	$5.00	$6.00
54.	P255-70-R17 M + S 11OT Silent Armor	BRIDGESTONE DUE AT #081643	$114.37	$8.50	$5.00	$6.00
55.	P265-60-R17 (speed rated)	FIRESTONE FIREHAWK GT V #023189	$116.36	$8.50	$5.00	$6.00
56.	P265-60-R17 108-H	FIRESTONE FIREHAWK GT V #023189	$116.36	$8.50	$ 5.00	$6.00
57.	P265-70-R17 (10 ply)	FIRESTONE TRANS HT #200156	$133.18	$8.50	$5.00	$6.00
58.	P265-70-R18	FIRESTONE DEST LE2 #097929	$121.95	$8.50	$5.00	$6.00
62	285-45-R22	FIRESTONE DEST ST #113782	$130.49	$8.50	$5.00	$6.00

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: **Southern Tire Mart, LLC**

ADDRESS: **529 Industrial Park Road**

CITY/STATE/ZIP CODE: **Columbia, MS 39429**

PHONE & FAX NO'S: **877-786-4681 phone / 214-389-7111 fax**

CELLULAR NO: **601-410-4762**

E-MAIL ADDRESS: **rconwill@stmtires.com**

AUTHORIZED SIGNATURE:

PRINTED NAME: **Richard Conwill**

TITLE **Director of Government Sales**

EXHIBIT "B" revised

BID PAGE

Hidalgo County Sheriff's Office

"Purchase of Tires-Including Installation and Other Related Services"

Bid No: 2014-324-10-01-SMA

NO.	TIRE SIZE AND DESCRIPTION	BRAND		Unit Price Per Tire	OPTIONAL SERVICES		
					Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
1.	10.00R20	HANKOOK AH11	#3000791	$ 418.00	$ 18.50	$ 10.00	$ 18.00
2.	11R22.5	FIRESTONE FS561	#248307	$ 279.04	$ 18.50	$ 10.00	$ 18.00
3.	11R24.5	FIRESTONE FS561	#248358	$ 290.53	$ 18.50	$ 10.00	$ 18.00
4.	215/85-R16 A/T	FIRESTONE TRANS AT	#189565	$ 103.16	$ 8.50	$ 5.00	$ 6.00
5.	215-60-17	FIRESTONE FR710	#124721	$ 85.00	$ 8.50	$ 5.00	$ 6.00
6.	225/75-R16	FIRESTONE DEST LE2	#097606	$ 97.49	$ 8.50	$ 5.00	$ 6.00
7.	225-45-17	FIRESTONE FH WO INDY 500	#137080	$ 78.90	$ 8.50	$ 5.00	$ 6.00
8.	225-55-17	FIRESTONE FH WO INDY 500	#136978	$ 87.38	$ 8.50	$ 5.00	$ 6.00
9.	225-60-18	FIRESTONE FIREHAWK GT Z	#005254	$ 110.27	$ 8.50	$ 5.00	$ 6.00
10.	235/65-R17	FIRESTONE DEST LE2	#097963	$ 89.36	$ 8.50	$ 5.00	$ 6.00
11.	235-55-R17 CP4	FIRESTONE PRECISION TOUR	#140803	$ 91.84	$ 8.50	$ 5.00	$ 6.00
12.	235-55-R17 (speed rated) CP1	FIRESTONE FIREHAWK GT Z	#077325	$ 104.38	$ 8.50	$ 5.00	$ 6.00
13.	235-55-ZR17	FIRESTONE FIREHAWK GT Z	#077325	$ 104.38	$ 8.50	$ 5.00	$ 6.00
14.	235-55-ZR17 99W M +S	FIRESTONE FIREHAWK PVS	#077359	$ 110.27	$ 8.50	$ 5.00	$ 6.00
15.	235-85-R16 (hwy all steel -10 ply)	BRIDGESTONE DUR R250	#206378	$ 190.09	$ 8.50	$ 5.00	$ 6.00
16.	245/75-R16 A/T	FIRESTONE DEST AT	#027379	$ 99.37	$ 8.50	$ 5.00	$ 6.00
17.	245-70-R19.5 (hwy)	FIRESTONE FS560 PLUS	#169981	$ 239.73	$ 18.50	$ 10.00	$ 18.00
18.	255-50.19	FIRESTONE DEST ST	#232140	$ 116.18	$ 8.50	$ 5.00	$ 6.00
19.	255-60-R16 Firestone Firehawk PT 41	FIRESTONE FIREHAWK PV41	#067911	$ 91.31	$ 8.50	$ 5.00	$ 6.00
20.	255-70-18	FIRESTONE DEST LE2	#097878	$ 116.49	$ 8.50	$ 5.00	$ 6.00
21.	265-35-22	VENEZIA CRUSADE SUV	#VZ415	$ 129.00	$ 18.50	$ 10.00	$ 18.00
22.	265-70-R17 M + S	FIRESTONE DEST AT	#026784	$ 125.80	$ 8.50	$ 5.00	$ 6.00
23.	275-55-20	FIRESTONE DEST LE2	#136162	$ 114.37	$ 8.50	$ 5.00	$ 6.00

NO.	TIRE SIZE AND DESCRIPTION	BRAND		Unit Price Per Tire	OPTIONAL SERVICES		
					Mounting (Cost) Valve Stem Included	Rotation (Cost)	Balancing (Cost)
24.	275-60-20	FIRESTONE DEST LE2	#136145	$ 121.03	$ 8.50	$ 5.00	$ 6.00
25.	285-45-22	FIRESTONE DEST ST	#133782	$ 130.49	$ 8.50	$ 5.00	$ 6.00
26.	285-60-R18 M + S	BRIDGESTONE DUE HT 684	#112889	$ 158.02	$ 8.50	$ 5.00	$ 6.00
27.	295-75-R22.5	FIRESTONE FS561	#248273	$ 279.04	$ 18.50	$ 10.00	$ 18.00
28.	305-55-20	FIRESTONE DEST MT	#000173	$ 241.80	$ 8.50	$ 5.00	$ 6.00
29.	325-65-18	FIRESTONE DEST AT	#192353	$ 186.25	$ 8.50	$ 5.00	$ 6.00
30.	37x12.50x17	MASTERCRAFT COURSER	#900000020126	$ 302.00	$ 18.50	$ 10.00	$ 18.00
31.	8.25R20	SUPERMAX LT115	#MTB-4051-XL	$ 197.03	$ 18.50	$ 10.00	$ 18.00
32.	9.00R20	WANLI S-3070	#WL307061	$ 300.00	$ 18.50	$ 10.00	$ 18.00
33.	LT235-75-R15 (all terrain -10 ply)	FIRESTONE TRANS AT	#189650	$ 102.13	$ 8.50	$ 5.00	$ 6.00
34.	LT235-75-R16	FIRESTONE DEST LE2	#140378	$ 104.82	$ 8.50	$ 5.00	$ 6.00
35.	LT245-78-R16 (all terrain -10 ply)	FIRESTONE TRANS AT	#189582	$ 114.94	$ 8.50	$ 5.00	$ 6.00
36.	LT265-70-R17 (all terrain -10 ply)	FIRESTONE TRANS AT	#200190	$ 136.39	$ 8.50	$ 5.00	$ 6.00
37.	LT265-75-R16 (all terrain -10 ply)	FIRESTONE TRANS AT	#189599	$ 128.22	$ 8.50	$ 5.00	$ 6.00
38.	LT325-65-R18 (all terrain)	FIRESTONE DEST AT	#192353	$ 186.25	$ 8.50	$ 5.00	$ 6.00
39.	P205-50-R16	FIRESTONE FH WIDE OVAL	#13691	$ 70.05	$ 8.50	$ 5.00	$ 6.00
40.	P205-55-R16	FIRESTONE PRECISION TOUR	#140701	$ 67.85	$ 8.50	$ 5.00	$ 6.00
41.	P205-65-R15	FIRESTONE PRECISION TOUR	#140633	$ 64.74	$ 8.50	$ 5.00	$ 6.00
42.	P205-75-R15	FIRESTONE DEST AT	#026495	$ 90.27	$ 8.50	$ 5.00	$ 6.00
43.	P215-60-R16	FIRESTONE PRECISION TOUR	#140718	$ 76.50	$ 8.50	$ 5.00	$ 6.00
44.	P225-60-R16 (speed rated)	FIRESTONE PRECISION TOUR	#140752	$ 79.01	$ 8.50	$ 5.00	$ 6.00
45.	P235-55-R17 (speed rated) CP3	FIRESTONE PRECISION TOUR	#140803	$ 91.84	$ 8.50	$ 5.00	$ 6.00
46.	P235-70-R17	FIRESTONE DEST LE2	#097776	$ 100.92	$ 8.50	$ 5.00	$ 6.00
47.	P235-75-R17 (10 ply)	FIRESTONE DEST AT	#054239	$ 109.74	$ 8.50	$ 5.00	$ 6.00
48.	P245-65-R17 (regular tire)	FIRESTONE DEST LE2	#097997	$ 97.27	$ 8.50	$ 5.00	$ 6.00
49.	P245-70-R17 (10 ply)	FIRESTONE TRANS HT	#191316	$ 119.24	$ 8.50	$ 5.00	$ 6.00

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2014

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 Stewart Sneed Hewes - Hattiesburg A Division of BancorpSouth Insurance Services 16 Thompson Park Hattiesburg MS 39401-	CONTACT NAME: Brenda McKee PHONE (A/C, No, Ext): 601-554-7333 FAX (A/C, No): 877-288-0152 E-MAIL ADDRESS: brenda.mckee@bxsi.com
INSURED SOUTTIR-01 Southern Tire Mart, LLC 529 Industrial Park Road Columbia MS 39429	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State National Insurance Co. — 12831 INSURER B : Sentry Insurance a Mutual Company — 24988 INSURER C : Axis Insurance Company — 37273 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1741971967 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			XNDP-00405-01	9/1/2014	9/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			XNDA-00405-01	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			MAU741971/01/2014	9/1/2014	9/1/2015	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			90-18205	5/1/2014	5/1/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Garage Liability Garage Keepers			XNDA-00405-01	9/1/2014	9/1/2015	$25,000. Ded.	$1,000,000. $300,000.

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

Holder is Additional Insured and provided Waiver of Subrogation per written contract. 30 Day Notice of Cancellation applies, except for Cancellation due to Non-Payment of premium.

CERTIFICATE HOLDER

Hidalgo County Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 2, 2014
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 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**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-47594** Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcoming 84th Legislative Session

B. **AI-47393** Appointment of the City of McAllen's nominee to the Hidalgo County Regional Mobility Authority

7. **Executive Officer - Valde Guerra:**

A. 1. 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."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

A. **AI-47577** 1. Approval and acceptance of Order dated November 20, 2014 setting salary of Court Reporters for 2015.
2. Approval and acceptance of Order dated November 20, 2014 setting salary of County Auditor, Assistant County Auditors, and Budget of County Auditor for 2015.

B. **AI-47582** 1. Approval of amendment to Appendix A of the Financial Advisory Services contract.
2. Approval of third party invoices and fixed costs and expenses for the bond sales dated November 18, 2014.

C. **AI-47518** Sanitation Program
Approval to amend the Countywide Solid Waste Citizen Collection Station Rules.

D. **Budget Appropriations:**

1. **AI-47510** CO 2009B&C (1441):
Approval of 2014 appropriation of funds into CO 2009B&C in the amount of $500.00 to fund agent fees.

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

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

A. **Hidalgo County**

1. **AI-47376** Discussion consideration and approval (if applicable) of the following items in connection to the "Delinquent Tax Collection Services-RFP/Q NO: 2014-333-10-15-VYG" project as follows:

A. Acceptance and approval of the negotiated contract with the number one ranked firm "Linebarger Goggan Blair & Sampson, LLP" including the firm's Best and Final Offer (BAFO)for the Delinquent Tax Collection Services;
B. Selection on contract term to be for a two (2) year term with the County's option to renew for an additional one (1) year OR an additional one(1)-two(2) year term ***and/or*** three (3) year term with one year renewal (as how Commissioners Court discussed and took action on September 9, 2014) with same fees, terms and conditions.

3. **AI-47474** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (7) (C) to provide utility construction to enable electric power.

b. Approval to issue payment to Magic Valley Cooperative, Inc (MVEC) in the amount of $4,634.40 through issuance of a purchase order. Magic Valley Electric Cooperative has facilities in place to provide construction services to extend 3 phase overhead and underground to serve Linn-San Manuel Emergency Service Facility.

E. Constables

1. **AI-47509** **CONSTABLE PRECINCT ONE:**
a) Acceptance and approval of revised Pay Application #12 as final retainage (previously approved by cc on 07/08/14-AI#45292) with the new amount of $41,403.57 that is including the 5% percent retainage of Pay Application #13 and as submitted by Holchemont LTD, awarded vendor (AIA Contract #C-12-028-07-24) for the Construction of a New Constable Building" in Precinct One and as certified for payment by project architect, Alcocer Garcia Associates thus allowing Auditor's Office to issue and release payment pursuant to court's action;

b) Ratification and approval declaring the AIA, Article 9.10.2 (2,3,5) dealing with maintenance of insurance by the general contractor until final payment became moot as County occupied building, insured it and no construction took place while final payments processed.

F. Facilities Management:

1. **AI-47528** Acceptance of proposal submitted by RL Abatement, Inc. (thru county's participation with TIPS/TAPS Contract No. 1042414) for Asbestos Removal and Disposal at the Hidalgo County Clerk's Office, in the total amount of $13,443.87 as per specifications developed by project consultant AAMECC, LLC. Asbestos Abatement project is scheduled to take place starting after 5 PM on Thursday, December 4th, and finished by 1:00 PM on Monday December 8th, 2014. County Clerk's Office will be closed while this project is in progress as announced to Commissioner's Court on November 18, 2014, by Mr. Arturo Guajardo, Hidalgo County Clerk.

G. Sheriff's Office

1. **AI-47561** Recommending award of bid(s) and contract(s) to responsible vendors submitting the lowest and best bids (as detailed in the tabulation sheet contained herein) and meeting all specifications and/or requirements for Request of Sealed Bids: "Purchase of Tires-Including Installation and Other Related Services" for Hidalgo County Sheriff's Office - Including all other Hidalgo County Law Enforcement Agencies, through bid project No.: 2014-324-10-01-SMA.

APPROVED a) Contract No. C-14-324-12-02-Southern Tire Mart, LLC
b) Contract No. C-14-324A-12-02-A to Z Tire & Battery, Inc. (TIRES ONLY)

***Effective, December 6, 2014, Expiring, December 5, 2015.

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-47591** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

D. **AI-47600** Pending/potential litigation:
The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

E. **AI-47546** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

F. **AI-47589** Cause No. CL-13-1855-A; ALBERTO MARTINEZ vs. HIDALGO COUNTY, TEXAS

G. **AI-47536** Claim of Hector Miramontes

H. **AI-47543** Claim of Elisa Rodriguez

I. **AI-47554** Claim of Maria Gutierrez

21. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-47592** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 03, 2016

Raul Martinez, Owner
PRO-TECH PEST CONTROL
P. O. Box 4254
McAllen, Texas 78502
C (956) 289-9242

via email raul@protechbugs.com

Re: **Extension/HB1295 Form Notice**
Contract No. E-13-146-08-06 -"PEST CONTROL SERVICES" (on as needed basis) for the HIDALGO COUNTY SHERIFF'S OFFICE

Dear Mr. Martinez:

Be advised, that County has chosen the option to exercise the additional **ONE (1) YEAR** period, **under the same rates, terms and conditions** with **PRO-TECH PEST CONTROL** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **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.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-16-388-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Friday, November 9, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: Raul Martinez _____ Date: November 4, 2016
Raul Martinez, Owner

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,
Martha L Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs
Enclosures

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Jorge Benitez(1940302)
1205 N Raul Longoria Rd Ste K
San Juan TX 78589-3720

CONTACT NAME:
PHONE (A/C, NO, EXT): 956-961-4045
FAX (A/C, NO): 956-961-4043
E-MAIL ADDRESS: jbenitez@farmersagent.com

INSURED

Pro-Tech Pest Control
dba Jose Martinez
PO Box 4254
McAllen TX 78502-4254

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:	Farmers Texas County Mutual Insurance Company	24392
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 NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	POLICY PROJECT LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	OWNED AUTOS ONLY / X SCHEDULED AUTOS			605473200	07/15/2016	07/15/2017	BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTHER	$
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Ford Ranger 2006
F 250 SRW 2016

CERTIFICATE HOLDER

Couty of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78537

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
HELEN R. SMITH, INSURANCE AGENT
P O BOX 870612
MESQUITE, TX 75187-0612

CONTACT NAME: HELEN R. SMITH
PHONE (A/C, No, Ext): 972-279-0516 FAX (A/C, No):
E-MAIL ADDRESS: babci2@hotmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GEMINI INSURANCE COMPANY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PRO-TECH PEST CONTROL
JOSE R. MARTINEZ, JR.
P O BOX 4254
MCALLEN, TX 78502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	LGL0001847-02	1/29/2016	1/29/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

THE GENERAL LIABILITY POLICY INCLUDES A BLANKET ADDITIONAL INSURED ENDORSEMENT INLCLUDING BOTH ONGOING AND COMPLETED OPERATIONS ON A PRIMARY & NON-CONTRIBUTORY BASIS WITH A WAIVER OF SUBROGATION WHEN REQUIRED IN WRITING AS PER ENDORSEMENT CG 78 27 02 13.

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUS HWY 281
EDINBURG, TEXAS
78537

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
HELEN R. SMITH

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WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in PEST CONTROL (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge PRO-TECH PEST CONTROL, located at PO BOX 4254, MCALLEN, Texas 78502, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless PRO-TECH PEST CONTROL against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If PRO-TECH PEST CONTROL incurs any of these types of expenses, I agree to reimburse PRO-TECH PEST CONTROL.

I acknowledge that PRO-TECH PEST CONTROL and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of PRO-TECH PEST CONTROL.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE PRO-TECH PEST CONTROL AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST PRO-TECH PEST CONTROL FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of PRO-TECH PEST CONTROL, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

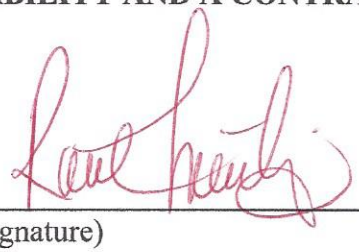
This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both COUNTY OF HIDALGO and PRO-TECH PEST CONTROL agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	**Contact Relationship**	**Contact Telephone**
(956) 289-9242		

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.



(Signature)

11-07-16

(Date)

COUNTY OF HIDALGO
2812 S. BUSINESS HWY 281,
EDINBURG, Texas 78539

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-133329

Date Filed:
11/07/2016

Date Acknowledged:

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

Pro-Tech Pest Control
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.

County of Hidalgo Sheriff's Office

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.

Renewal/ Ext.#:E-16-388-00-00
Pest Control Services Sheriff's Office

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
County of Hidalgo Sheriff's Office	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
ROSA ELENA PEDRAZA
Notary ID # 8525125
My Commission Expires
November 24, 2020

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 Martinez, this the 7th day of November, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Rosa E Pedraza	Rosa E Pedraza	Notary Public

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-133329

Date Filed:
11/07/2016

Date Acknowledged:
11/09/2016

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Pro-Tech Pest Control
McAllen, TX United States

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		Controlling	Intermediary
County of Hidalgo Sheriff's Office	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-13-146-08-06

THIS CONTRACT is made and entered into this **06th** day of **AUGUST, 2013** by and between the **County of Hidalgo, Texas** ("County"), and **PRO-TECH PEST CONTROL** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Pest Control Services** for **ALL Sheriff's Office Facilities" (Jail-Law Enforcement-Academy, Etc..) (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **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 Bids (RFB) Procurement Packet within **Hidalgo County Sheriff's Office** following a request for Services by its 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. 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 **January 1, 2014** and expiring on **December 31, 2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all

persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Pro-Tech Pest Control
Attn: Raul Martinez, Owner
P.O. Box 4254
McAllen, Texas 78502

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 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).

WITNESS our hands in duplicate originals this 6th day of August, 2013.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8-6-13 RG

COMPANY:
PRO-TECH PEST CONTROL

By: _____
Printed Name: Raul Martinez
Title: Owner

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

June 10, 2013

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"Pest Control Services for all Sheriff's Office Facilities (Jail –Law Enforment- Academy etc.)"**
Bid No: 2013-146-06-26-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY SHERIFF'S OFFICE

"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy-Etc.)"

RFB NO: 2013-146-06-26-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	7
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	9

The above mentioned items shall be found in the Request for Bids (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

June 10, 2013
Date

Bid No: 2013-146-06-26-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement–Academy-Etc)"

BID OPENING DATE:

JUNE 26, 2013

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)"** 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-2013-146-06-26-SGS HIDALGO COUNTY SHERIFF'S OFFICE - ""PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, June 26, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-146-06-26-SGS RFB- HIDALGO COUNTY SHERIFF'S OFFICE – ""PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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 SHERIFF'S OFFICE – ""PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES (Jail-Law Enforcement-Academy–Etc.)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**JUNE 26, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

For

HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES
(Jail-Law Enforcement -Academy–Etc.)"
BID NO.: 2013-146-06-26-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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 Sheriff's Office
"Pest Control Services for All Sheriff's Office Facilities"
(Jail-Law Enforcement-Academy-etc)
RFB No.: 2013-146-06-26-SGS

SPECIFICATIONS

SCOPE OF SERVICES:
Hidalgo County Sheriff's Office is seeking to enter into contract with a qualified bidder(s) to provide regularly scheduled Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population control at the County's premises; covered by this contract.

REQUIREMENTS/SPECIFICATIONS:
The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified in Exhibit "A" herein including, but not limited to: all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, other building portions, all outer perimeters of buildings and any part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Vendor on a monthly basis schedule and during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

Chemicals cannot be stored and/or left unattended at any time on County premises.

VENDOR RESPONSIBILITIES:
Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Vendor is to coordinate all work with the Hidalgo County Sheriff's Office for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Vendor shall report to Hidalgo County Sheriff's any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County Sheriff's Office. Call-back service will be in request by Hidalgo County Sheriff's Office when previous treatment fails to control the pests specified herein.

BID AWARD:
All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best interest to Hidalgo County including, but not limited to the following:

A.) The overall lowest bid price.
B.) The reputation of the bidder
C.) The quality of the bidder's goods and/or services.
D). The bidder's past performance.

Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications/requirements.

VENDOR QUALIFICATIONS:
Vendor must have been in the commercial structural pest control business for a minimum of three years and maintain a current business license from the Texas Structural Pest Control Board.

Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County when requested by the Hidalgo County Sheriff's Office. Hidalgo County reserves the right to request documentation at any time during the service period.

SERVICE SCHEDULE:
At mutually agreeable dates, the vendor shall meet with the Sheriff's to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed. Revisions may be made in the event a building is added or deleted from the services.

WORK HOURS:
All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:
Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County Sheriff's Office. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:
Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County Sheriff's Office operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four (4) hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals and bait traps used in performance of the service. If chemicals are changed the Vendor must provide the Sheriff's Office with new MSDS sheets.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

CONTRACT PRICE:
An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost. Additional sites will be priced based on **square footage.**

BUILDING RESTRICTIONS:

Parking:
Vendor shall make arrangements with the authorized Hidalgo County Sheriff's Office Representative prior to offloading equipment at the job site. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Sheriff's Office Representative.

Restrooms:
Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:
Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERMS & CONDITIONS:

1. Term of contract is for a three (3) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

2. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term

3. County may seek purchases from state awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

4. 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.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to add or delete locations during the term of the contract.

7. Hidalgo County reserves the right to award to one or MULTIPLE vendors if the County determines it is in the best interest to do so.

8. Vendor (s) will provide and maintain all the required Insurances as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9. 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 bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

10. 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.

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 sandy.suarez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JUNE 19, 2013 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, JUNE 21, 2013 BY 5:00 P.M.**

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Pest Control Services for All Sheriff's Office Facilities"
(Jail-Law Enforcement-Academy-etc)
RFB No.: 2013-146-06-26-SGS

HIDALGO COUNTY SHERIFF'S OFFICE
(Entire Surrounding Buildings)
El Cibolo Road
Edinburg, Texas 78539
NOTE: THE FOLLOWING ARE APPROXIMATE SERVICE LOCATIONS/SITES WHICH SHOULD INCLUDE, BUT NOT LIMITED TO:

JAIL (Approximately 270,000 Sq. Ft.)	
9 Inmate Dormitory Living Areas 3 Public Lobbies 3 Visitation Areas Employee Training Rooms Staff Dining Kitchen Area Inmate Processing Area Infirmary Administration Staff Offices	Pipe Chases
BILLING ADDRESS: 701 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez 956-381-7800	
LAW ENFORCEMENT CENTER (Approximately 30,000 Sq. Ft.)	
Administration	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
MOTORPOOL (Approximately 10,000 Sq. Ft.)	
Administration	**Billing Address:** 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
SHERIFF TRAINING ACADEMY (Approximately 14,400 Sq. Ft.)	
Administration	**Billing Address:** 715 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
CSI Garage (Approximately 875 Sq. Ft.)	
Law Enforcement	**Billing Address:** 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Pest Control Services for All Sheriff's Office Facilities"
(Jail-Law Enforcement-Academy-etc)
RFB No.: 2013-146-06-26-SGS

SHOOTING RANGE OFFICE	
Administration	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
TOWER CONTROL	
Booth	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
SHERIFF ANNEX BUILDING	
Administration	**Billing Address:** 413 N. 14th & Loeb Edinburg, Texas 78539 Contact Person: Sgt Daniel Casarez (956) 383-8114
EAST SUB-STATION (Approximately 12, 250 Sq Ft)	
Administration	**Billing Address:** 3003 E. Mile 11 North Weslaco, Texas 78596 Contact Person: Sgt Daniel Casarez (956) 383-8114

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES"
(JAIL-LAW ENFORCEMENT-ACADEMY-ETC.)
RFB NO.: 2013-146-06-26-SGS

BID PAGE

Unit Price For Jail:	**$**
Unit Price For Law Enforcement Center:	**$**
Unit Price For Motorpool:	**$**
Unit Price For Sheriff Training Academy:	**$**
Unit Price For CSI Garage:	**$**
Unit Price For Shooting Range Office:	**$**
Unit Price For Tower Control Booth	**$**
Unit Price For Sheriff Annex Building	**$**
Unit Price For East Substation	**$**
TOTAL PRICE PER MONTH:	**$**
Any Additional sites Price per square footage	**$ per sq ft.**

Internal use only: Commodity Code 910-59

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO._____FAX NO._____

E-MAIL ADDRESS: _____

CELLULAR NO:._____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE-EA EMPLOYEE	$
					E L DISEASE POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID and TAB SHEET

HIDALGO COUNTY PURCHASING DEPARTMENT
RECOMMENDED AWARDED VENDOR

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE	
BID OPENING DATE: JUNE 26, 2013	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: " Pest Control Services For All Sheriff's Office Facilities"	
BID NO: 2013-146-06-26-SGS	**BUYER: SANDY SUAREZ**
NAME OF COMPANY	**TOTAL PRICE PER MONTH**
1.) **Pro-Tech Pest Control**	**$ 530.00**
	Additional sites: $ 0.15 per sq. ft.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES FOR ALL SHERIFF'S OFFICE FACILITIES"
(JAIL-LAW ENFORCEMENT-ACADEMY-ETC.)
RFB NO.: 2013-146-06-26-SGS

BID PAGE

Unit Price For Jail:	$ 205
Unit Price For Law Enforcement Center:	$ 60
Unit Price For Motorpool:	$ 40
Unit Price For Sheriff Training Academy:	$ 40
Unit Price For CSI Garage:	$ 20
Unit Price For Shooting Range Office:	$ 40
Unit Price For Tower Control Booth	$ 40
Unit Price For Sheriff Annex Building	$ 40
Unit Price For East Substation	$ 45
TOTAL PRICE PER MONTH:	$ 530.00
Any Additional sites Price per square footage	$ (.015) per sq ft.

Internal use only: Commodity Code 910-59

BIDDER/COMPANY NAME: Pro-Tech Pest Control

ADDRESS: PO Box 4254

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE NO. (956) 289-9242 FAX NO. —

E-MAIL ADDRESS: raul@protechbugs.com

CELLULAR NO.: (956) 289-9242

PRINTED NAME: Raul Martinez

AUTHORIZED SIGNATURE: [signature]

TITLE: OWNER

DATE: JUNE 14, 2013

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2013

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
HELEN R. SMITH, INSURANCE AGENT
PO BOX 870612
MESQUITE TX 75187-0612

CONTACT NAME: HELEN R. SMITH
PHONE (A/C, No, Ext): 972-279-0516 **FAX (A/C, No):** 972-279-0516
E-MAIL ADDRESS: babcl2@att.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: UNDERWRITERS AT LLOYD'S, LONDON	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
PRO-TECH PEST CONTROL
JOSE R. MARTINEZ, JR.
P O BOX 4254
MCALLEN TX 78502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	LLB-TX-GL-21508321-02	01/29/2013	01/29/2014	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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BLANKET ADDITIONAL INSURED, WAIVER OF SUBROGATION AND PRIIMARY NON-CONTRIBUTORY ENDORSEMENTS ATTACHED TO GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN: SANDY SUAREZ
2802 S. HWY. 281, EDINBURG, TX 78539
sandy.suarez@co.hidalgo.tx.us

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
HELEN R. SMITH

ACORD 25 (2010/05)

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/2013

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

Jorge Benitez(1940302)
1211 N Raul Longoria Rd Ste A
San Juan TX 78589-3714

CONTACT NAME
PHONE (A/C, No, Ext): 956-961-4045 **FAX (A/C, No):**
E-MAIL ADDRESS: jbenitez@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Martinez, Jose
DBA Pro Tech Pest Control
409 Tiger Ave
San Juan TX 78589

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS X SCHEDULED AUTOS			605473200	07/15/2013	07/15/2014	BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Vehicle Information 2006 FORD RANGER 1FTYR10D26PA73064

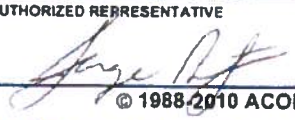
CERTIFICATE HOLDER

Hidalgo County
attn Sandy Suarez
2802 S. Hwy 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2010/05)

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Affidavit & Indemnity Agreement

Date: 7/22/13

Affiant: Jose Raul Martinez, Jr.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Jose Raul Martinez, Jr. states he is a sole proprietor doing business as Pro-Tech Pest Control . Affiant will provide services for Hidalgo County Sheriff's Office under a Hidalgo County RFB Description# 2013-146-06-26-SGS- "Pest Control Services for all Sheriff's Office Facilities(Jail-Law Enforcement-Academy-Etc)".

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Printed Name of Affiant: Jose Raul Martinez Jr.

SWORN AND SUBSCRIBED TO under oath before me on July 22, 2013

Notary Public, State of Texas

ROSA ELENA PEDRAZA
My Commission Expires
November 24, 2016

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES ↓

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
1-877-542-2474
For the hearing impaired: (1-800-735-2989)
TDD (1-800-735-2988) VOICE

www.tda.state.tx.us

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

PRO-TECH PEST CONTROL

409 TIGER
SAN JUAN TX 78589

TDA TPCL No. : 0569782

SPCB TPCL : 12231

Issue Date : 01/31/2015

Expiration Date : 01/31/2016

C. Pct. 4

1. Requesting discussion, consideration and the approval to purchase one (1) 2013 Chevrolet Silverado 2500 HD SWD, Through the County's membership/participation with HGAC's, awarded vendor: Caldwell Chevrolet in the amount of $37,183.00, which includes administration fees & delivery through project titled: Hidalgo County Precinct #4 -"Purchase of One (1) New 2013/2014 2500 HD Silverado Pickup Truck through project # RFSQ NO: 2013-226-SGS

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. Sheriff's Office **APPROVED**

1. ✓ Presentation of low bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Sheriff's Office- "Pest Control Services for HC Adult Detention Facility, Law Enforcement Center, Academy, Etc." through project No.: 2013-146-06-26-SGS.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to award to ProTech Pest Control.

Vote: 3 - 0 - Unanimously

2. Presentation of lowest amount received through Request For Sealed Quotes (RFSQ) as detailed in tabulation sheet contained herein, meeting all specifications and/or requirements for the purpose of award and approval of an open/blanket Purchase Order to expire on December 31, 2013 for project titled: Hidalgo County-"Polygraph Examiner"-project No.: 2013-231-07-31-MEG

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval to award to Arbitration Polygraph.

Vote: 3 - 0 - Unanimously

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

SPECIAL MEETING - AUGUST 6, 2013

BE IT REMEMBERED, that on this 6th day of August A.D., 2013, 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 HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO 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
August 6, 2013
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 counted present, with the exception of Commissioner Flores and Commissioner Joseph Palacios.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

The Court moved to item 6.A and 14.A.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

-Opal Billman stated that she has been police enforced false imprisonment
-Lupe Chavez discussed affidavits of concern, criminal conduct during elections, etc.
-Karina Cardoza announced to all Attorneys who practice in Hidalgo County that they will have to transition to E-Filing of Civil Cases beginning January 1, 2013.

6. County Judge's Office:

A. Resolution in honor of Omar Figueroa, Jr.

Karina Cardoza read the Resolution into the Record.

20. **Purchasing Department - Marty Salazar:**

Notes:

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

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

A. **Hidalgo County**

1. Acceptance and approval of invoice(s) pending payment in the amount of $37,075.77 (due to short-pays by Auditor as items contained cannot be verified against ICA) to the City of Edinburg in connection with services rendered for Linn/San Manuel Fire Call Services through an Inter-local Cooperation Agreement.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve payment in the amount of $37,075.77.

Vote: 3 - 0 - Unanimously

B. **Pct. 2**

1. a. Requesting authority to rescind action taken by C.C. on 04/16/2013 under AI-38181 for the lease of an IR-4025 in the amount of $104.14 as vendor quoted incorrectly;

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 3 - 0

b. Requesting authority to enter into a 36 month copier lease agreement with Canon thru our membership/participation with TPASS 985-L2 thru requisition #239296 (New Administration Building) in the amount of $149.20 with the service cost of $35.29/month commencing upon approval

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 02, 2016

W. Terry Crocker, Chief Executive Officer
c/o Michelle Nielsen, Contracts Manager
Tropical Texas Behavioral Health Center (MHMR)
1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

via email tcrocker@ttbh.org
via email mnielsen@ttbh.org

Re: **Extension/HB1295 Form Notice**
Contract# E-15-388-10-29 (C-13-356-12-20) -Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail - Hidalgo County Sheriff's Office

Dear Mr. Crocker:

Be advised, that County has chosen the option to exercise the additional **ONE (1) YEAR** period, **under the same rates, terms and conditions** with **Tropical Texas Behavioral Health Center (MHMR)** for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **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.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-16-390-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** and **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Friday, November 9, 2016.** Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your ***"Updated Certificate of Insurance"*** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: _____ Date: 11-7-16
W. Terry Crocker, Chief Executive Officer

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract 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/lhs
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-134112

Date Filed:
11/08/2016

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Tropical Texas Behavioral Health
Edinburg, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
E-15-388-10-29
Psychiatric Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Crocker, W Terry	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.

DOREEN WILLIS
My Notary ID # 11872075
Expires February 11, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said W. Terry Crocker, this the 9 day of November, 20 16, to certify which, witness my hand and seal of office.

Doreen Willis | Doreen Willis | Executive Assistant

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-134112

Date Filed:
11/08/2016

Date Acknowledged:
11/09/2016

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

Tropical Texas Behavioral Health
Edinburg, TX United States

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

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-15-388-10-29
Psychiatric Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Crocker, W Terry	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

Texas Council
Risk Management Fund
P.O. Box 26655, Austin, Texas 78755-0655
(512) 346-5314 FAX (512) 346-9321

November 7, 2016

Leticia H. Saenz, CPPB/Contracts Manager
County of Hidalgo
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, TX 78539

Subject: Verification of Coverage
Contract: 031
RE: Tropical Texas Behavioral Health

The Tropical Texas Behavioral Health has requested that we verify insurance coverages with you. This is to advise you that the Tropical Texas Behavioral Health is a member of the Texas Council Risk Management Fund.

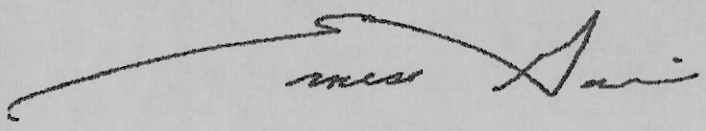
The Tropical Texas Behavioral Health currently has the following coverages in effect:

Workers' Compensation			Statutory
General Liability	$	1,000,000.	Per Occurrence & Annual Aggregate (*No blanket contractual liability*)
		$1,000.	Deductible
Automobile Liability	$	1,000,000.	Per Occurrence
		$1,000.	Deductible
Auto Physical Damage		$500.	Collision Deductible
		$500.	Comprehensive Deductible
Professional Liability	$	1,000,000.	Per Claim
	$	3,000,000.	Annual Aggregate
Sexual Misconduct	$	100,000.	Per Claim (*No coverage for intentional acts*)
		$1,000.	Deductible
Errors & Omissions Liability	$	1,000,000.	Combined Single Limit
		$1,000.	Deductible

All coverages are effective 09/01/2016 and are considered continuous until cancelled.

Please accept this letter as proof of insurance. As a Self-Insurance Fund, we do not issue certificates of insurance. Should you need additional information, please contact me at (512) 346-5314.

Sincerely,
TEXAS COUNCIL RISK MANAGEMENT FUND



Ernest J Garcia
Customer Service Associate

E-15-388-10-29

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 25, 2015

W. Terry Crocker, Chief Executive Officer
c/o Martha Garcia, Contracts Manager
Tropical Texas Behavioral
Health Center (MHMR)
1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

via email tcrocker@ttbh.org
via email magarcia@ttbh.org

Re: Extension/Renewal for C-13-356-12-20 -"Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail" - Hidalgo County Sheriff's Office

Dear Mr. Crocker:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **First (1st) Year** of the additional five (5) one (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action of the extension by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or via email to: leticia.saenz@co.hidalgo.tx.us , so, as, to meet agenda request deadlines.

By: _____ Date: 10-19-15
W. Terry Crocker, Chief Executive Officer

Additionally, we are requesting that your company provides an "Updated Certificate of Insurance" as required by Hidalgo County's procurement process of Request for [Bids, Quotes, Proposals, and Statements of Qualifications]".

Should you have any questions or require additional information, please do not hesitate to contact ou office at (956) 318-2626. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Texas Council
Risk Management Fund
P.O. Box 26655, Austin, Texas 78755-0655
(512) 346-5314 FAX (512) 346-9321

December 6, 2013

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, TX 78539

Subject: Verification of Coverage
Contract: 031
RE: Tropical Texas Behavioral Health

The Tropical Texas Behavioral Health has requested that we verify insurance coverages with you. This is to advise you that the Tropical Texas Behavioral Health is a member of the Texas Council Risk Management Fund.

The Tropical Texas Behavioral Health currently has the following coverages in effect:

Workers' Compensation			Statutory
General Liability	$	1,000,000.	Per Occurrence & Annual Aggregate (No blanket contractual liability)
		1,000.	Deductible
Automobile Liability	$	1,000,000.	Per Occurrence
		1,000.	Deductible
Auto Physical Damage		$500.	Collision Deductible
		$500.	Comprehensive Deductible
Professional Liability	$	1,000,000.	Per Claim
	$	3,000,000.	Annual Aggregate
Sexual Misconduct	$	100,000.	Per Claim (no coverage for intentional acts)
		1,000.	Deductible
Errors & Omissions Liability	$	1,000,000.	Combined Single Limit
		1,000.	Deductible

Coverage for liability assumed under contract is specifically excluded under all of the above listed liability coverages. Therefore contractual liability coverage insuring against any loss sustained by the County of Hidalgo or third parties as a result of Tropical Texas Behavioral Health's breach or otherwise failing to fulfill the obligations of the contract is specifically excluded and is not covered.

All coverages are effective 09/01/2013 and are **considered continuous until cancelled**.

Please accept this letter as proof of insurance. As a Self-Insurance Fund, we do not issue certificates of insurance. Should you need additional information, please contact me at (512) 346-5314.

Sincerely,

TEXAS COUNCIL RISK MANAGEMENT FUND

Ernest J Garcia
Customer Service Associate

Texas Council
Risk Management Fund

SPECIAL MEETING - October 27, 2015

BE IT REMEMBERED, that on this 27th day of October A.D., 2015, 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 CONSENT
COMMISSIONERS' COURT
October 27, 2015
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:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval for the exception of Item.11.H. to be pulled for discussion.

Vote: 5 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2015 Intradepartmental transfers:**

A. **AI-51981** 2015 - Public Affairs (1100)

B. **AI-51977** 2015 - County Judge (1100)

C. **AI-51962** 2015 - Human Resources (1100)

D. **AI-51976** 2015 - Pct. 4 Doolittle Recovery (1100)

E. **AI-51903** 2015 - Pct. 4 Admin (1200)

F. **AI-51956** 2015 - Constable Pct. 2 (1100)

B. **AI-51578** 1. Approval of reimbursement in the amount of $994,336.01 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 09/26/15 to 10/09/15.

09/26-30/15	$197,596.68
10/01-02/15	$360,733.64
10/03-09/15	$436,005.69
TOTAL	$994,336.01

2. Approval of wire transfer to cover claims paid.

C. **AI-51963** Transfers In-Gen Fund (1285):
Approval of 2015 interfund transfer from Co Wide Adm-Contingency to Transfers In-General Fund (1285) in the amount of $5,421.18 to fund the total local match required to appropriate funds for the STOP Truancy Grant, CC 10/27/15 (AI-51591), in the total amount of $5,421.18.

11. **Purchasing Dept:**
Notes:
A. FOR ANY CONTRACTS(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. **AI-51984** Acceptance and approval of proposal submitted by AAMECC, LLC awarded vendor (through County's participation with TIPS /TAPS Contract No. 1042513) for HC-Facilities Management Project titled: "Asbestos Abatement Consulting Services, including but not limited to Preparation of Specifications, Project Air Monitoring and Air Monitoring for Final Clearance" in the amount of $3,915.00 for the County Owned building located at 300 E. Hackberry Ave, McAllen, TX (Project# 2015-331A-MSS).

B. **AI-51978** Ratification of fully executed Change Orders No. 1 & 2 in connection with the Precinct. No. 2 -SIOUX ROAD PAVING IMPROVEMENTS PROJECT (from I Road to 3,500 feet East of Raul Longoria) as recommended by project engineer, Mr. Raul Sesin, P.E, Hidalgo County Drainage District No. 1. Project cost was increased in the amount of $2,185.00 on Change Order No. 1, and $5,554.56 on Change Order No. 2.

UNANIMOUS vote of approval subject to legal review of the invoicing for the auditor's office.

Vote: 5 - 0 -Unanimously

Correction on Item.11.H.2 PO# 7178799 to PO# 717899

I. **AI-51579** Requesting approval of the **additional one (1) year extension/renewal** for agreements as (set forth below) for **Hidalgo County Sheriff's Office (on an as needed basis),** under the same rates, terms and conditions;

1. "Purchase of Tires-Including Installation and other Related Services" (on an as needed basis), including **All other Hidalgo County Law Enforcement Agencies**, **(First (1st) Year** of the two (2) one (1) year terms) with the following multi awarded vendors:
A. Southern Tire Mart, C-14-324-12-02, effective, **12/06/15;**
B. A to Z Tire & Battery, Inc., C-14-324A-12-02, **[TIRES ONLY],** effective, **12/06/15.**

2. Henry Schein, Inc. d/b/a **Henry Schein Matrix Medical-"Purchase of Medical Supplies & Equipment"** in connection to contract# **C-13-156-12-20**, **(First (1st) Year** of the additional two (2) one (1) year terms), effective, **12/22/15.**

APPROVED

3. Tropical Texas Behavioral Health Center (MHMR)-Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at County Jail, in connection to **ILA #C-13-356-12-20,** (**First (1st) Yr** of the five (5) one (1) year terms), effective, **01/01/16.**

J. **AI-51923** Acceptance and approval for payment of invoices as submitted by LEFEVRE Engineering [for the provision of engineering services] under Contract #C-14-308-09-09-PO#721465 through Work Authorization No. 1 including, but not limited to the following:

INVOICE #JULY 15-4:$12,586.00 for services rendered July 1 thru July 26, 2015
INVOICE #AUGUST 15-10:$832.50 for services rendered August 1 thru August 25, 2015

K. **AI-51916** 1. Approval of Request for Payment-Application No. 9 in the amount of $124,070.95 from Central Air and Heating Services, Inc., awarded contractor for the Sheriff's Office "Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement", and as certified for payment by project engineer, Chanin Engineering, and reviewed & initialed by construction manager, Prodigy Construction Management through contract C-14-047-01-20;

2. Acceptance & approval of Invoice No. 1281 in the amount of $2,700.00 submitted by contracted vendor, Prodigy Construction Management, LLC, C-14-360-10-14, for the provision of construction management services for, "Adult Detention and Law Enforcement Facility Repairs and/or Replacement."

INTERLOCAL COOPERATION CONTRACT
C-13-356-12-20

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency:	County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency:	Tropical Texas Behavioral Health (hereinafter referred to as the "Center")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Center shall provide a complete screening assessment and psychiatric evaluation for any jail inmate of the County who is referred by the Hidalgo County Jail medical staff and is of the age of 17 or older. This assessment will be performed at the Hidalgo County Jail located at the following address: 701 East El Cibolo Road, Edinburg, Texas. These services shall include orders for any psychoactive medications that the treating physician deems appropriate. This includes Schizophrenia, Bipolar Disorder, Major Depressive Disorder with psychotic features, or any other psychotic disorder requiring treatment with a neuroleptic agent, and any moderate or severe depression especially when associated with suicidal ideation.

The Center shall provide at the County Jail evaluations and follow-up treatment to such jail inmates as are referred by the Hidalgo County Jail medical staff. The frequency of follow-up care may be weekly or monthly as determined by the Center's physician. Such determination shall be based upon said physician's evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating physician's ongoing evaluations.

The Center agrees to provide a physician to work on-site at the County's Edinburg jail facility. The total amount of time a physician shall provide on-site services shall be no more than eight (8) hours per week.

The Center agrees to provide a screener to work on-site at the County's Edinburg jail facility as required. The County will compensate the Center for screening services based on total hours worked inclusive of travel time.

For jail inmates younger than 17 years, the Center shall provide the aforementioned services at Tropical Texas Behavioral Health, not at the Hidalgo County Jail. The County shall be responsible for delivering the inmate for an initial referral and follow-up treatment at a pre-arranged appointment.

The County shall be responsible for notifying the Center concerning new inmate referrals. The County shall be responsible for making appointments for such inmates.

In the event the designated Center physician assigned to perform services to the County as outlined in this agreement is unavailable, the Center Medical Director (or designee) will immediately notify County Medical Staff Administration of the expected duration of the absence. If the County Medical Staff Administration identifies an inmate as needing emergency psychiatric services during the absence of the designated Center physician, the County designee will contact the Center's Medical Director, or if unavailable, the Center's Chief Operating Officer to discuss the situation and make arrangements for emergency coverage, or an emergency appointment at the Center's offices, if indicated.

Regardless of identification of any emergency needs, under no circumstances will the County go without on-site physician coverage for more than three (3) consecutive assigned coverage days. Additionally, the Center will maintain an identified and designated "back-up" for the designated Center physician. The Center will ensure continuous physician coverage for emergencies via phone consultation and possible prescription orders for known patients.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

Physician time spent at the jail facility	$ 150.00 / Hour
Screening for Adults	$ 60.00 / Hour

IV. CONTRACT AMOUNT:

The maximum dollar amount of any term of any renewal of this Contract shall not exceed the sum of $81,200.00 per Contract year. The parties may modify this contract upon the mutual written consent of both parties.

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. The billing statement shall be sent to the following person and address:

Hidalgo County Sheriff's Office
c/o Budget Officer
701 East El Cibolo Road
Edinburg, TX 78542

VI. TERM OF CONTRACT:

This contract is for a period of **two (2) years,** commencing**, January 1, 2014** and expiring, **December 31, 2015** with the County's option to renew/extend for and additional five (5) one (1) year terms, commencing **January 1, 2016,** under the same rates, terms and conditions.

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:
Terry Crocker
Chief Executive Officer
P. O. Drawer 1108/1901 South 24th Avenue
Edinburg, TX 78540

If to the County:
Ramon Garcia
Hidalgo County Judge
302 W. University Dr./701 E. El Cibolo Rd.
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

IX. COMMITMENT OF 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 thirty (30) days written notice to Architect. 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.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY
Hidalgo County

Ramon Garcia
Hon. Ramon Garcia, County Judge

Date: _____

PERFORMING AGENCY
Tropical Texas Behavioral Health

W. Terry Crocker, Chief Executive Officer

Date: 1-9-14

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Approved by Commissioners' Court
12/20/13 RO

Approved as to form:
Atlas, Hall & Rodriguez, LLP

Stephen L. Crain, Attorney

Texas Council
Risk Management Fund
P.O. Box 26655, Austin, Texas 78755-0655
(512) 346-5314 FAX (512) 346-9321

December 6, 2013

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, TX 78539

Subject: Verification of Coverage
Contract: 031
RE: Tropical Texas Behavioral Health

The Tropical Texas Behavioral Health has requested that we verify insurance coverages with you. This is to advise you that the Tropical Texas Behavioral Health is a member of the Texas Council Risk Management Fund.

The Tropical Texas Behavioral Health currently has the following coverages in effect:

Workers' Compensation		Statutory
General Liability	$ 1,000,000.	Per Occurrence & Annual Aggregate (No blanket contractual liability)
	1,000.	Deductible
Automobile Liability	$ 1,000,000.	Per Occurrence
	1,000.	Deductible
Auto Physical Damage	$500.	Collision Deductible
	$500.	Comprehensive Deductible
Professional Liability	$ 1,000,000.	Per Claim
	$ 3,000,000.	Annual Aggregate
Sexual Misconduct	$ 100,000.	Per Claim (no coverage for intentional acts)
	1,000.	Deductible
Errors & Omissions Liability	$ 1,000,000.	Combined Single Limit
	1,000.	Deductible

Coverage for liability assumed under contract is specifically excluded under all of the above listed liability coverages. Therefore contractual liability coverage insuring against any loss sustained by the County of Hidalgo or third parties as a result of Tropical Texas Behavioral Health's breach or otherwise failing to fulfill the obligations of the contract is specifically excluded and is not covered.

All coverages are effective 09/01/2013 and are **considered continuous until cancelled**.

Please accept this letter as proof of insurance. As a Self-Insurance Fund, we do not issue certificates of insurance. Should you need additional information, please contact me at (512) 346-5314.

Sincerely,

TEXAS COUNCIL RISK MANAGEMENT FUND

Ernest J Garcia
Customer Service Associate

Texas Council
Risk Management Fund

SPECIAL MEETING - December 20, 2013

BE IT REMEMBERED, that on this 20th day of December A.D., 2013, 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 HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
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
December 20, 2013
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 counted present for the exception of Commissioner Joe M. Flores.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Monica Badillo led the Court and Audience in Prayer.

The Court proceeded to Items 7.C, 22.A.5, 21.F, 8.C, and 8.H - 8.L.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda.

5. Open Forum

Opal Billman believes the Judges decisions over her divorce suit were unfair.

Maria Canto wanted to thank the Court for raising taxes. She feels the Court is erradicating the middle class and feels education is should be the primary concern. She stated the Court should have the County vote on taxes and ask the communities their concerns.

At this time, Commissioner Joseph Palacios joined the meeting.

6. County Judge's Office:

A. AI-42387 Discussion, consideration, and approval of Letter of Support for Ocean Trust and the South Padre Island EDC.

On motion by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

At this time, the Court proceeded to Item 11.C.

7. Executive Officer - Valde Guerra:

22. **Purchasing Department - Marty Salazar:**

Notes:

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

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

A. **Hidalgo County**

1. **AI-42048** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Tire Disposal Services-RFB No. 2013-307-12-16-SMA.

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 to contract Texas Land Reclamation L.L.C. D/B/A U.T.W. out of Laredo, TX.

Vote: 3 - 0 - Unanimously

Commission Hector "Tito" Palacios joined the meeting.

2. **AI-41826** A. Acceptance and approval of RFP 2013-292 -"Real Estate Broker Services" packet developed and drafted in collaboration with Executive Office, DBM & Pcts. and Purchasing with final review & comment by legal counsel (i.e. scope of work, requirements, credentials-qualifications, criteria, etc.,) with authority to publish advertisement of same , including, but not limited to the items described in the summary e-mail attached;

The Court decided the term of the agreement would be at one year with two, one year options to renew.

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. If applicable, Appointment/Designation of "Evaluation Committee" to score and evaluate "Real Estate Broker Services Responses".

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 on appointees from each Precinct.

Vote: 4 - 0 - Unanimously

At this time, Commissioner Hector "Tito" Palacios stepped away from the meeting.

I. **Sheriff's Office**

1. **AI-42206** Requesting approval to enter into an Interlocal Agreement by and between **Tropical Texas Behavioral Health (MHMR)** and Hidalgo County for the purposes of "Screening Assessments and Psychiatric Evaluations of County Jail Inmates" for the Sheriff's Office, effective, January 1, 2014.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-42279** Recommending award of bid and approval of contract document to sole bidder (Henry Schein Medical Ems) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Sheriff's Office Purchase of Medical Supplies & Equipmen" RFB No. 2013-156-12-11-SMA.

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

3. **AI-42120** Acceptance and approval as submitted by Captain Richard Ozuna from Hidalgo County Sheriff's Office and Motorola of the "Change Order Request" to delete the text messenger item numbers from the equipment list and add: **DSGP951MOT94** and **Q FO1-HidalgoCoSDII 00** which will not impact the terms and or amounts of the Lease-Purchase Agreement previously approved by Commissioners Court on October 23, 2012 (AI#34857) thru the H-GAC Contract #RA05-12.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-42342** C-6392-13-I; San Juanita Saldana, et al v. Hidalgo County and Hidalgo County Elections Administrator

D. **AI-42398** Civil Action No. 7:13-CV-497; Elisa Solis, et al v. Hidalgo County as Administrator for Head Start Program

E. **AI-42266** EEOC Charge No. 451-2014-00350; Eugenia Andrade

AI-57282 **Purchasing Department** **20. H. 3.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Heidi Ortiz, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the scoring/evaluation grid for the purpose of ranking by Commissioners Court the responses received in connection with the Request for Proposals for: Hidalgo County Sheriff's Office - Psychological Evaluation for All H.C. Law Enforcement Agencies" RFP 2016-357-10-12-HGO.

PARTICIPANT	Grade/Score	Ranked
Rollins York & Associates	60.5	
MLD Mental Health Services of South TX	62.5	
Gregorio Piña PhD	87	

b. Authority for Purchasing Department to proceed to commence to negotiate commencing with the number one ranked participant/firm of _____ in order to finalize a contract for the provision of "Psychological Evaluation Services for H.C. Law Enforcement Agencies".

BACKGROUND

13 Packets requested.
Received 3 responses.
Evaluation Committee:
1) Virginia Rodriguez (SO) 2)Yvette Salinas (Purchasing) 3) David Friedlein (SO) 4) Raul Cantu (SO)

Fiscal Impact

Attachments

Participation Log
Acceptance Sheet-Sign In
Scoring Grid-2016-357
None-Conflict Disclosure Forms-Evaluators

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2016 11:57 AM
Budget & Management	Veronica Ortiz	11/09/2016 02:39 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Yolanda Velasquez Started On: 11/09/2016 10:25 AM

Final Approval Date: 11/10/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING PROPOSER'S LOG
SPECIFICATIONS/PROPOSAL PACKETS

RFP– 16-357-10-12-HGO

BID OPENING DATE: October 12, 2016 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies" (as needed basis)

PROPOSAL NO.: 16-357-10-12-HGO

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. M. L. Dantzker, Ph. D.	BLM	Heidi Garcia Ortiz	9/26/16	mldphd@mldmhsst.com
2. Ni'Shell Bates	BLM	Heidi Garcia Ortiz	9/26/16	nbates@globalhealthcaregroup.com
3.Gregorio Pina, Ph. D.	BLM	Heidi Garcia Ortiz	9/26/16	gregpinaphd@gmail.com
4. Kimberly Doumit	BLM	Heidi Garcia Ortiz	9/26/16	Bids20@prime-vendor.com
5. Valley Psychological Services, P.C.	BLM	Heidi Garcia Ortiz	9/26/16	lvivas@vpsrgv.com
6. Gary Fischler, Ph.D., ABPP	BLM	Heidi Garcia Ortiz	9/26/16	gfischler@psycheval.com

7. Kathleen Nolan The Columbus Organization	BLM	Heidi Garcia Ortiz	9/26/16	knolan@columbusorg.com
8. Keith Thibodeaux Spartan Services Group	EM	Heidi Garcia Ortiz	9/26/16	kthibodeauxssg@gmail.com
9. Xavier Martinez, Ph D	EM	Heidi Garcia Ortiz	9/26/16	xavierjaym@hotmail.com
10. Toni Sanchez	EM	Heidi Garcia Ortiz	9/26/16	Raising Hope Behavioral Center 3507 W. Alberta Rd Edinburg, TX 78539 956-627-1149 tonisanchez@raisinghopellc.com
11. Jacqueline Sessa	EM	Heidi Garcia Ortiz	9/28/16	Onvia 509 Olive Way Seattle, WA 98101 206-373-9150 – phone 206-373-8967 – fax Jsessa@onvia.com
12. Samantha Messina RFP Production Editor	EM	Heidi Garcia Ortiz	9/29/16	Open Minds 163 York St. Gettysburg, PA 17235 717-334-1329 717-334-0538 rfphotline@openminds.com
13. Grover C. Rollins, LPC	TR	Heidi Garcia Ortiz	10/03/16	2900 N. J Street McAllen, Tx 78501 956-655-7872 drgrollins@outlook.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

Hidalgo County Purchasing Department

Bid Opening Sign-In Sheet

Date: October 12, 2016

	Please Print Name	Company Name
1.	Yuette Salinas	Purchasing
2.	Norma Cantu	Co. Clerk.
3.	Yesenia Ortiz	Purchasing
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Bid #	Description
1. 2016-357-10-12-HGO	Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies
2.	
3.	
4.	
5.	

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL/QUALIFICATION ACCEPTANCE SHEET

DEPARTMENT NAME: **Hidalgo County**

QUALIFICATION ACCEPTANCE DATE: **October 12, 2016**	QUALIFICATION ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF QUALIFICATION: **Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies**

QUALIFICATION NO: **2016-357-10-12-HGO**

RFQ#	NAME OF SUBMITTER	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE
#01	Rollins, York, & Associates	1original 7copies
#02	MLD Mental Health Services of South Texas	1original 6copies
#03	DR. Gregorio Piña	1original 7copies
#04		
#05		
#06		
#07		
#08		
#09		

HIDALGO COUNTY

"Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies"

RFP № 2016-357-10-12- HGO

EVALUATION CRITERIA	PARTICIPANTS											
	Rollins York & Associates				MLD Mental Health Services of South Texas				Gregorio Piña PhD			
	GRADERS				GRADERS				GRADERS			
	1	2	3	4	1	2	3	4	1	2	3	4
Licensed Psychologist(s)	20	12	25	20	22	0	25	20	25	28	25	25
Understanding the Services/Methodology	11	14	17	10	12	20	18	10	18	17	19	15
Cost	12	5	16	10	15	6	17	15	19	15	20	20
Ability to Commit to all Required "Services"	20	15	15	20	25	0	20	25	26	22	29	25
TOTAL:	63	46	73	60	74	26	80	70	88	82	93	85
Total Scores:	242				250				348			
Total Average	**60.5**				**62.5**				**87**			
Ranking (Upon review and approval by Hidalgo County CC)												

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Virginia Roanguez

Title/Position: Human Resources Supervisor

Contract for Goods/Services: Psychological Evaluation For Hidalgo County Law Enforcement.

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Gregario Pinc III Ph.D.
2. MLD Mental Health Services of South Texas
3. Rollins, York and Associates, PLLC
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: Virginia Rodriguez

Date: 10-27-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Yvette Salinas

Title/Position: Buyer III

Contract for Goods/Services: Psychological Evaluations for all Hidalgo County Law Enforcement Agencies

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Gregorio Piña, III, PhD
2. MDD Mental Health Services of South Texas
3. Rollins, York, & Associates, PLLC
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: 11-01-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: DAVID FRIERSON

Title/Position: SERGEANT - INTERNAL AFFAIRS DIVISION

Contract for Goods/Services: PSYCHOLOGICAL EVALUATION SERVICES

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. ROLLINS, YORK AND ASSOCIATES, PLLC
2. MCD MENTAL HEALTH SERVICES OF SOUTH TEXAS
3. GREGORIO PENA, PHD
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: 11/4/14

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Raul Canta'

Title/Position: Captain – Admin. Division

Contract for Goods/Services: Psychological Evaluation Services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. MLD Mental Health Services of South Texas
2. Rollins, York and Associates, PLLC
3. Gregorio Piña, III, Ph.D.
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: 11/4/16

AI-57147 **Purchasing Department** **20. H. 4.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section 262.024 (a)(4), a professional service;

B. Pursuant to the demonstrated competence under the Professional Procurement Act, Gov't Code 2254.003, acceptance and approval of negotiated engagement/agreements/contracts for the provision of "Physician Services for Inmates" for the Hidalgo County Sheriff's Office-Adult Detention Facility, aka, Jail with the following physicians;

1) John Lung, MD
2) Ivan G. Melendez, MD

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Funding available as of 11/08/16

Attachments

Gov.-Code-2254.pdf
TX Local Gov Code-262
C-16-379-11-15-John Lung
C-16-379A-11-15-Ivan Melendez
LEGALS-OKAY
Minutes-Melendez-2003
Minutes-Lung-11-2014

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2016 12:54 PM
Budget & Management	Veronica Ortiz	11/08/2016 01:22 PM

Merlen P. Munoz	Merlen P. Munoz	11/08/2016 02:44 PM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Yolanda Velasquez Started On: 10/28/2016 02:19 PM

Final Approval Date: 11/10/2016

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2254. PROFESSIONAL AND CONSULTING SERVICES

SUBCHAPTER A. PROFESSIONAL SERVICES

Sec. 2254.001. SHORT TITLE. This subchapter may be cited as the Professional Services Procurement Act.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2254.002. DEFINITIONS. In this subchapter:

(1) "Governmental entity" means:

(A) a state agency or department;

(B) a district, authority, county, municipality, or other political subdivision of the state;

(C) a local government corporation or another entity created by or acting on behalf of a political subdivision in the planning and design of a construction project; or

(D) a publicly owned utility.

(2) "Professional services" means services:

(A) within the scope of the practice, as defined by state law, of:

(i) accounting;

(ii) architecture;

(iii) landscape architecture;

(iv) land surveying;

(v) medicine;

(vi) optometry;

(vii) professional engineering;

(viii) real estate appraising; or

(ix) professional nursing; or

(B) provided in connection with the professional employment or practice of a person who is licensed or registered as:

(i) a certified public accountant;

(ii) an architect;

(iii) a landscape architect;

(iv) a land surveyor;

(v) a physician, including a surgeon;

(vi) an optometrist;

(vii) a professional engineer;

(viii) a state certified or state licensed real estate appraiser; or

(ix) a registered nurse.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1997, 75th Leg., ch. 244, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1542, Sec. 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, Sec. 8, eff. Sept. 1, 2001.

Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) on the basis of demonstrated competence and qualifications to perform the services; and

(2) for a fair and reasonable price.

(b) The professional fees under the contract may not exceed any maximum provided by law.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1213, Sec. 14, eff. September 1, 2007.

Sec. 2254.0031. INDEMNIFICATION. A state governmental entity may require a contractor selected under this subchapter to indemnify or hold harmless the state from claims and liabilities resulting from the negligent acts or omissions of the contractor or persons employed by the contractor. A state governmental entity may not require a contractor to indemnify or hold harmless the state for claims or liabilities resulting from the negligent acts or omissions of the state governmental entity or its employees.

Texas Local Government Code 262.024 –

Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption

and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-16-379-11-15

THIS AGREEMENT is made as of the **15TH** day of, **November**, **2016** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **John Lung ,M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services specified, but are not limited to:

(a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:
(c) Conduct physical examinations of the Clients as required by the Jail;

(d) Conducting other evaluations and tests on each client as required by the Jail;
(e) Interpreting the results of any test conducted under (c) or (d) above and

submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on
Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and/or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up on medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;
Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

1. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
2. Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
3. The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County Sheriff of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must include an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the according to the negotiated monthly amount as evidenced in Exhibit "B" entitled Negotiated Monthly Amount for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The County may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. If County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his activities in providing the services to 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 according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to

any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on **November 16, 2016** and end on **November 15, 2018** with the option to renew for two (2) one (1) year options reserved solely with the County.

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

If to County:	County of Hidalgo, Texas Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Contractor:	John Lung M.D 2104 Scout Lane. Mission, Texas 78572

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

13. CONTRACTOR 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 CONTRACTOR UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE CONTRACTOR, ITS AGENTS OR EMPLOYEES.

14. 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.

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 sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

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

WITNESS our hands in duplicate originals this _____day of _____,2016.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

By:_____
John Lung M.D.

Approved by Commissioners' Court on:_____

Approved as to form:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr**.**

By:_____
Victor M. Garza, Assistant District Attorney

EXHIBIT “A”
PHYSICIAN PROFILE

PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: JOHN LUNG MD **DATE:** 11/07/2016

THE INFORMATION IN THIS BOX HAS BEEN VERIFIED
BY THE TEXAS MEDICAL BOARD

Date of Birth: 1975
License Number: P7802 Full Medical License
Issuance Date: 08/30/2013
Expiration Date of Physician's Registration Permit: 08/31/2018

Registration Status: ACTIVE
Disciplinary Status: SEE PREVIOUS ORDER
Licensure Status: NONE

Registration Date: 11/18/2013
Disciplinary Date: 08/30/2015
Licensure Date: NONE

Medical School of Graduation:
At the time of licensure, TMB verified the physician's graduation from medical school as follows:
UNIV DE MONTEMORELOS, MONTEMORELOS

Medical School Graduation Year: 2002

TMB Filings, Actions and License Restrictions

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

View the documents containing action taken by the Board against this individual.

View Board Actions Get Adobe Reader

Action Date: 08/30/2015
Description: ON AUGUST 30, 2015, AGREED ORDER DATED AUGUST 30, 2013, WAS TERMINATED DUE TO COMPLETION OF ALL REQUIREMENTS.

Action Date: 08/30/2013
Description: ON AUGUST 30, 2013 DR. JOHN LUNG WAS GRANTED A PHYSICIAN LICENSE AFTER ENTERING INTO TO AN AGREED LICENSURE ORDER THAT IMPOSED COUNSELING

FOR ANGER MANAGMENT. THIS ACTION WAS DUE TO DR. LUNG'S 2009 ARREST AND SUBSEQUENT CONVICTION FOR ASSAULT.

Investigations by TMB of Medical Malpractice

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

Status History

Status history contains entries for any updates to the individual's registration, licensure or disciplinary status types (beginning with 1/1/78, when the board's records were first automated). Entries are in reverse chronological order; new entries of each type supersede the previous entry of that same type. These records do not display status type. Should you have any questions, please contact our Customer Information Center at 512-305-7030 or verifcic@tmb.state.tx.us

Status Code: CL **Effective Date:** 08/30/2015
Description: SEE PREVIOUS ORDER

Status Code: AC **Effective Date:** 11/18/2013
Description: ACTIVE

Status Code: LI **Effective Date:** 08/30/2013
Description: LICENSE ISSUED

Status Code: RB **Effective Date:** 08/30/2013
Description: UNDER BOARD ORDER

THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD

Gender: MALE

Place of Birth: CALIFORNIA

Current Primary Practice Address:
1901 S. 24TH AVENUE
EDINBURG , TX 78539

Years of Active Practice in the U.S. or Canada:
The physician reports that he/she has actively practiced medicine in the United States or Canada for **2** year(s).

Years of Active Practice in Texas:

The physician reports that, of the above years he/she has actively practiced in the State of Texas for **2** year(s).

Specialty Board Certification

The physician reports that he/she holds the following specialty certifications issued by a board that is a member of the American Board of Medical Specialties or the Bureau of Osteopathic Specialists:

Specialty Certification: AMERICAN BOARD OF FAMILY MEDICINE
Date: 2013

Primary Specialty

The physician reports his/her primary practice is in the area of FAMILY MEDICINE.

Secondary Specialty

The physician did not report a secondary practice area.

Name, Location and Graduation Date of All Medical Schools Attended

Name: UNIV DE MONTEMORELOS, MONTEMORELOS
Location:
Graduation Date: 08/1999

Graduate Medical Education In The United States Or Canada

Program Name: ST. MARY & ELIZABETH MEDICAL CENTER
Location: CHICAGO **Begin Date:** 08/2009
Type: RESIDENCY **End Date:** 08/2012
Specialty: FAMILY MEDICNE

Program Name: AURORA SINAI
Location: MILWAUKEE **Begin Date:** 09/2012
Type: FELLOWSHIP **End Date:** 08/2013
Specialty: GERIATRICS

Hospital Privileges

The physician reports that he/she has hospital privileges in the following in the State of Texas:

Hospital: MISSION REGIONAL MEDICAL CENTER
Location: MISSION, TEXAS

Utilization Review

The physician did not report whether he/she provides utilization review.

NONE REPORTED

Patient Services

Accessibility: The physician reports that the patient service area **is** accessible to persons with disabilities as defined by federal law.

Language Translation Services: The physician reports that the following language translation services are provided for patients: SPANISH

Medicaid Participant: The physician reports that he/she **does** participate in the Medicaid program.

Awards, Honors, Publications and Academic Appointments

Optional Information
The physician may optionally report descriptions of up to five such honors and has reported the following:

NONE

Malpractice Information

Section 154.006(b)(16) of the Act requires that: a physician profile display a description of any medical malpractice claim against the physician, not including a description of any offers by the physician to settle the claim, for which the physician was found liable, a jury awarded monetary damages to the claimant, and the award has been determined to be final and not subject to further appeal. The physician has the following reportable claims.

Description: NONE

Criminal History

Self-Reported Criminal Offenses: The physician is required to report a description of (1) "any conviction for an offense constituting a felony, a Class A or Class B misdemeanor, or a Class C misdemeanor involving moral turpitude" and (2) "any charges reported to the board to which the physician has pleaded no contest, for which the physician is the subject of deferred adjudication or pretrial diversion, or in which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

Description: NONE

Criminal history information is also obtained by TMB from the Texas Department of Public Safety. Resulting action, if any, will be reported under the TMB Action

and Non-Disciplinary Restrictions section above.

Disciplinary Actions By Other State Medical Boards

The physician has reported the following:

Description: NONE

Physician Assistant Supervision

To obtain primary source verifications, click name

Physician Assistant Name: ESPARZA, VICENTE JR PA
PA License Number: PA08399
Begin Date: 3/21/2016
Hours Supervised: 40
Prescriptive Delegation: YES
Dangerous Drugs: YES
Controlled Substances: YES

Advanced Practice Nurse Delegation

To obtain primary source verifications, click name

Description: NONE

Summary of all License/Permit Types

Issue Date:	Type:
08/30/2013	LICENSED PHYSICIAN

TEXAS MEDICAL BOARD

IDENTIFICATION CARD

LICENSE/PERMIT NUMBER	EXPIRATION DATE
P7802	08/31/2018

JOHN LUNG, MD
2104 SCOUT LN
MISSION TX 78572-4620

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER	EXPIRATION DATE
P7802	08/31/2018

JOHN LUNG, MD
2104 SCOUT LN
MISSION TX 78572-4620

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

10018415.2/001583

1:5 267/656

LUNG, JOHN
1901 S 24TH AVENUE
EDINBURG, TX 78539-0000

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FL3521639 XL3521639	03-31-2018	$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER-DW/30	02-04-2015

LUNG, JOHN
TROPICAL TEXAS BEHAVIORAL HEALTH
1901 S 24TH AVENUE
EDINBURG, TX 78539-0000

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
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TROPICAL TEXAS BEHAVIORAL HEALTH
1901 S 24TH AVENUE
EDINBURG, TX 78539-0000

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THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (4/07)

EXHIBIT “B”
FEE

EXHIBIT "B"

HIDALGO COUNTY – SHERIFF'S OFFICE-

"PHYSICIAN SERVICES FOR INMATES"

WORK SHEDULE: TWICE (2) WEEKLY TWO (2) HOUR SHIFT SCHEDULE FOR A TOTAL OF FOUR (4) HOURS A WEEK.

MONTHLY FEE: $3,975.00

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE	Issue Date: October 5, 2016
Policyholder:	**A Claims-Made Professional Liability Policy**
John Lung, M.D. 701 El Cibolo Road Edinburg, TX 78541	**IMPORTANT NOTICE:** This document demonstrates coverage in force on the Issue Date above with Limits of Liability of at least the amounts set forth below. It is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.
First Named Insured:	
John Lung, M.D.	

Protected Party:	John Lung, M.D.
Specialty:	Family / General Practice - No Surgery

Policy Number:	Coverage Period		Retroactive Date:
TX202019	From:	11/03/2016 to 11/03/2017	11/03/2014

The Protected Party above is:		**LIMITS OF LIABILITY**
X	A Named Insured	Claim Limit/Aggregate Limit:
	A Locum Tenens	$500,000 / $1,000,000
	An Additional Protected Party	

Certificate Holder:	

I. Locum Tenens and Additional Protected Parties share Limits of Liability with the applicable Named Insured.

II. Individuals who occupy a “slot” share Limits of Liability with all others who occupy the same “slot” during the policy period.

III. Photocopies of this document are deemed as valid as the original.

IV. The policy, including endorsements, determines the coverage provided. Some claims may not be covered by the terms of the policy, or may be subject to restrictions such as lower Limits of Liability

V. If the policy, or coverage for any person, is canceled for any reason or if the terms of the policy are changed, we will notify the Policyholder only. Coverage is not in effect unless and until all payments are received when due.

NOTES:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britt R. Stephens **MedMal Direct Insurance Company** **245 Riverside Avenue** **Suite 550** **Jacksonville, FL 32202**	CONTACT NAME: Britt R. Stephens PHONE (A/C, No, Ext): (866) 577-0914 FAX (A/C, No): (855) 715-0376 E-MAIL ADDRESS: info@mymedmal.com
INSURED John Lung, M.D. 701 El Cibolo Road Edinburg, TX 78541	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : MedMal Direct Insurance Company — 13793 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Medical Professional Liability			TX202019	11/03/16	11/03/17	Per Claim	$500,000
							Annual Aggregate	$1,000,000

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

Claims Made Policy Form: Retroactive Date: 11/03/2014

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GEICO
geico.com

Texas Liability Insurance Card

1-800-841-3000

GEICO ADVANTAGE INSURANCE COMPANY
P.O. Box 509090 • San Diego, CA 92150-9090

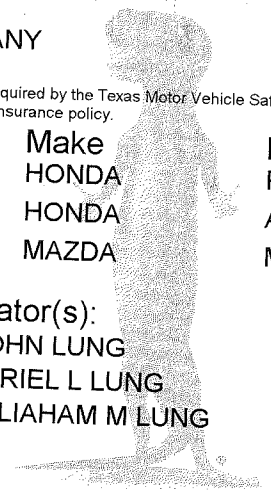
This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Policy Number: 4331-63-01-21
Effective Date: 12-04-16
Expiration Date: 06-04-17

John Lung
Miriel L Lung
2104 Scout Ln
Mission TX 78572-4620

Year	Make	Model	Vehicle ID No.
2012	HONDA	PILOT	5FNYF4H99CB079640
2012	HONDA	ACCORD SE	1HGCP2F62CA193347
2016	MAZDA	MAZDA3	3MZBM1W76GM302534

Operator(s):
JOHN LUNG
MIRIEL L LUNG
GILIAHAM M LUNG



Agent: Not Applicable

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-132503

Date Filed:
11/03/2016

Date Acknowledged:
11/08/2016

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

J&M Co.
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 Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-379-11-15
Inmate Physician Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-132503

Date Filed:
11/03/2016

Date Acknowledged:

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

J&M Co.
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 Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-379-11-15
Inmate Physician Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
ELIZA RAMOS
My Commission Expires
December 1, 2018

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 John Luns, this the 3rd day of November 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Eliza Ramos	Notary

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-16-379A-11-15

THIS AGREEMENT is made as of the **15TH** day of, **November**, **2016** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Ivan G. Melendez ,M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services specified, but are not limited to:

(a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:
(c) Conduct physical examinations of the Clients as required by the Jail;

(d) Conducting other evaluations and tests on each client as required by the Jail;
(e) Interpreting the results of any test conducted under (c) or (d) above and

submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on
Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and/or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up on medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;
Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

1. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
2. Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
3. The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County Sheriff of such suspension or revocation.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must include an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the according to the negotiated monthly amount as evidenced in Exhibit "B" entitled Negotiated Monthly Amount for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The County may terminate this contract at any time for any reason or no reason at all by providing ninety (90) days written notice. If County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his activities in providing the services to 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 according to Exhibit "C" entitled Insurance Requirements, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to

any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on **December 01, 2016** and end on **December 31, 2018** with the option to renew for two (2) one (1) year options reserved solely with the County.

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

If to County:	County of Hidalgo, Texas Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Contractor:	Ivan G. Melendez M.D 3304 N. Bryan Rd. Mission, Texas 78573

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

13. CONTRACTOR 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 CONTRACTOR UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE CONTRACTOR, ITS AGENTS OR EMPLOYEES.

14. 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.

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 sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County.

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

WITNESS our hands in duplicate originals this _____day of _____,2016.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

By:_____
Ivan G. Melendez M.D.

Approved by Commissioners' Court on:_____

Approved as to form:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr**.**

By:_____
Victor M. Garza, Assistant District Attorney

EXHIBIT “A”
PHYSICIAN PROFILE

PUBLIC VERIFICATION / PHYSICIAN PROFILE

PHYSICIAN

NAME: IVAN GILBERTO MELENDEZ BAEZ MD **DATE:** 11/07/2016

THE INFORMATION IN THIS BOX HAS BEEN VERIFIED
BY THE TEXAS MEDICAL BOARD

Date of Birth: 1960
License Number: H5188 Full Medical License
Issuance Date: 02/24/1989
Expiration Date of Physician's Registration Permit: 11/30/2018

Registration Status: ACTIVE
Disciplinary Status: NONE
Licensure Status: NONE

Registration Date: 04/25/1989
Disciplinary Date: NONE
Licensure Date: NONE

Medical School of Graduation:
At the time of licensure, TMB verified the physician's graduation from medical school as follows:
UNIV OF PUERTO RICO SCH OF MED, SAN JUAN

Medical School Graduation Year: 1987

TMB Filings, Actions and License Restrictions

The Texas Medical Board has the following board actions against this physician. (This may include any formal complaints filed by TMB, as well as petitions and/or responses related to licensure contested matters, at the State Office of Administrative Hearings.)

NONE

Investigations by TMB of Medical Malpractice

Section 164.201 of the Act requires that: the board review information relating to a physician against whom three or more malpractice claims have been reported within a five year period. Based on these reviews, the following investigations were conducted with the listed resolutions.

NONE

Status History

Status history contains entries for any updates to the individual's registration, licensure or disciplinary status types (beginning with 1/1/78, when the board's records were first automated). Entries are in reverse chronological order; new entries of each type supersede the previous entry of that same type. These records do not display status type. Should you have any questions, please contact our Customer Information Center at 512-305-7030 or verifcic@tmb.state.tx.us

Status Code: AC **Effective Date:** 04/25/1989
Description: ACTIVE

Status Code: LI **Effective Date:** 02/24/1989
Description: LICENSE ISSUED

THE INFORMATION IN THIS BOX WAS REPORTED BY THE LICENSEE AND HAS NOT BEEN VERIFIED BY THE TEXAS MEDICAL BOARD

Gender: MALE
***Ethnicity:** HISPANIC
Race: WHITE - of Hispanic origin
* We are in the process of transitioning from the current ethnic origin values to federal standards for race and Hispanic origin. The transition period will allow time for individuals to submit updated race and Hispanic origin data to the TMB.
Place of Birth: PUERTO RICO
Current Primary Practice Address:
1018 BEECH AVE SUITE 100
MCALLEN , TX 78501

Years of Active Practice in the U.S. or Canada:
The physician reports that he/she has actively practiced medicine in the United States or Canada for **27** year(s).

Years of Active Practice in Texas:
The physician reports that, of the above years he/she has actively practiced in the State of Texas for **27** year(s).

Specialty Board Certification

The physician reports that he/she holds the following specialty certifications issued by a board that is a member of the American Board of Medical Specialties or the Bureau of Osteopathic Specialists:

Specialty Certification: AMERICAN BOARD OF FAMILY MEDICINE
Date: 1990

Primary Specialty

The physician reports his/her primary practice is in the area of FAMILY PRACTICE.

Secondary Specialty

The physician reports his/her secondary practice is in the area of EMERGENCY MEDICINE.

Name, Location and Graduation Date of All Medical Schools Attended

Name: UPR SCHOOL OF MEDICINE
Location:
Graduation Date: 1987

Graduate Medical Education In The United States Or Canada

Program Name: MISSION HOSPITAL
Location: MISSION, **Begin Date:** NONE
Type: NONE **End Date:** NONE
Specialty: NONE

Program Name: BAYLOR COLLEGE OF MEDICINE
Location: HOUSTON, TX **Begin Date:** 1987
Type: INTERNSHIP **End Date:** 1988
Specialty: FAMILY MED

Program Name: BAYLOR COLLEGE OF MED
Location: HOUSTON, TX **Begin Date:** 1988
Type: RESIDENCY **End Date:** 1990
Specialty: FAMILY MED

Hospital Privileges

The physician reports that he/she has hospital privileges in the following in the State of Texas:

Hospital: RIO GRANDE REGIONAL HOSPITAL
Location: MCALLEN

Hospital: SOLARA HOSPITAL
Location: MCALLEN

Hospital: DOCTORS HOSPITAL AT RENAISSANCE
Location: EDINBURG

Hospital: BROWNSVILLE MEDICAL CENTER
Location: BROWNSVILLE

Hospital: MCALLEN MEDICAL

Location: MCALLEN

Hospital: MISSION REGIONAL MEDICAL CENTER
Location: MISSION

Hospital: LIFECARE HOSPITALS OF SOUTH TEXAS
Location: MCALLEN

Utilization Review

The physician did not report whether he/she provides utilization review.

NONE REPORTED

Patient Services

Accessibility: The physician reports that the patient service area **is** accessible to persons with disabilities as defined by federal law.

Language Translation Services: The physician reports that the following language translation services are provided for patients: 2

Medicaid Participant: The physician reports that he/she **does** participate in the Medicaid program.

Awards, Honors, Publications and Academic Appointments

Optional Information
The physician may optionally report descriptions of up to five such honors and has reported the following:

NONE

Malpractice Information

Section 154.006(b)(16) of the Act requires that: a physician profile display a description of any medical malpractice claim against the physician, not including a description of any offers by the physician to settle the claim, for which the physician was found liable, a jury awarded monetary damages to the claimant, and the award has been determined to be final and not subject to further appeal. The physician has the following reportable claims.

Description: NONE

Criminal History

Self-Reported Criminal Offenses: The physician is required to report a description of (1) "any conviction for an offense constituting a felony, a Class A or Class B

misdemeanor, or a Class C misdemeanor involving moral turpitude" and (2) "any charges reported to the board to which the physician has pleaded no contest, for which the physician is the subject of deferred adjudication or pretrial diversion, or in which sufficient facts of guilt were found and the matter was continued by a court of competent jurisdiction."

The physician has reported the following:

Description: NONE

Criminal history information is also obtained by TMB from the Texas Department of Public Safety. Resulting action, if any, will be reported under the TMB Action and Non-Disciplinary Restrictions section above.

Disciplinary Actions By Other State Medical Boards

The physician has reported the following:

Description: NONE

Physician Assistant Supervision

To obtain primary source verifications, click name

Physician Assistant Name: CARTER, ALMA D PA
PA License Number: PA03526
Begin Date: 3/21/2016
Hours Supervised: 40
Prescriptive Delegation: YES
Dangerous Drugs: NO
Controlled Substances: YES

Advanced Practice Nurse Delegation

To obtain primary source verifications, click name

APN Name: VALDEZ, REYNALDO APN
APN License Number: AP104507
Delegation Location Type: Practice Site
Approve Date: 8/1/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: RESENDEZ, VERONICA APN
APN License Number: AP126336
Delegation Location Type: Practice Site
Approve Date: 8/3/2015
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: YES

APN Name: PRUITT-ORR, SHELIA APN
APN License Number: AP104901
Delegation Location Type: Medically Underserved Population
Approve Date: 3/28/2011
Hours Supervised: 40
Dangerous Drugs: YES
Controlled Substances: NO

Summary of all License/Permit Types

Issue Date:	Type:
09/16/1987	INSTITUTIONAL PERMIT
02/24/1989	LICENSED PHYSICIAN

Contact Us | Privacy Policy | Accessibility Policy | Compact with Texans | Website Linking Policy

Please contact Pre-Licensure, Registration and Consumer Services at (512) 305-7030 for assistance.

REQUIREMENTS

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail). Must provide sick call hours twice a week of two (2) hours shift (four (4) hours per week) services, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (3) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
b. Conducting physical examinations of the Clients as required by the Department;
c. Conducting other evaluations and tests on each Client as required by the Department;
d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility

(Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;

f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.

g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;

h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;

i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;

j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;

l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.

o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this RFQ. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this RFQ.

p. Physician must submit the name of the qualified physician to the county and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours.

Q Fee $3,900 / month

11/1/16

EXHIBIT “B”
FEE

EXHIBIT "B"

HIDALGO COUNTY – SHERIFF'S OFFICE-

"PHYSICIAN SERVICES FOR INMATES"

WORK SHEDULE: TWICE (2) WEEKLY TWO (2) HOUR SHIFT SCHEDULE FOR A TOTAL OF FOUR (4) HOURS A WEEK.

MONTHLY FEE: $3,900.00

EXHIBIT “C”
INSURANCE REQUIREMENTS

TMLT
Texas Medical Liability Trust

POLICY NUMBER 1-107893

Renewal ☒ New Policy ☐

DECLARATIONS PAGE
Professional Liability Insurance Policy
Claims Made

NAMED INSURED: (including mailing address)

Ivan G. Melendez, MD
3304 N. Bryan Rd.
Mission, TX 78573

NAMED INSURED IS A(N): **Individual**

POLICY PERIOD:	Effective Date: Expiration Date:	**01/03/2016** **01/03/2017**	Beginning and ending at 12:01 a.m.
	Retroactive Date:	**01/03/2002**	
SPECIALTY:		**FM/GP-No Sgy**	
TOTAL PREMIUM:		**$6,745**	
LIMITS OF LIABILITY:	Each *Claim* Limit: All *Claims* Limit:	**$100,000** **$300,000**	
MEDEFENSE:	Initial *Endorsement* Effective Date:	**12/01/2011**	
MEDICAL DIRECTOR:	Limit of Liability (each *Claim*/all *Claims*): (included in the applicable limits of liability listed above or on an attached Schedule of Insureds)	**$100,000**	

This Declarations Page, along with the coverage forms and *endorsements* attached, completes the above numbered policy and is part of and subject to all terms, conditions and exclusions of the above numbered policy and any *endorsements* issued by the Trust to the *Named Insured*.

Issue Date: **11/26/2015**

Counter Signed By: Debbie Lia

Authorized Representative of
Texas Medical Liability Trust

GC

Texas Medical Liability Trust
P.O. Box 160140, Austin, Texas 78716
Main:800-580-8658, Local:512-425-5800, Fax:512-328-5637
www.tmlt.org

"The only medical professional liability insurance provider created and exclusively endorsed by the Texas Medical Association"

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-132431

Date Filed:
11/03/2016

Date Acknowledged:
11/08/2016

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

Ivan G Melendez MD
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.

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.

C16-379A-11-15
Physician Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-132431

Date Filed:
11/03/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ivan G Melendez MD
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.
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.
C16-379A-11-15
Physician Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

IRMA CELIA CASTILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-10-2016

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ivan G. Melendez, this the 3rd day of November, 2016, to certify which, witness my hand and seal of office.

Irma Celia Castillo — Irma Celia Castillo — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Physician Services Contracts

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Tue, Nov 08, 2016 10:28 AM

Subject : Physician Services Contracts 1 attachment

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Velasquez,

Please see attached proposed contract for physician services for Dr. Melendez. our office approves as to the form of the contract.

Please, make changes to Section 17. in Dr. Lung's proposed contract.

Subject to the aforementioned changes, our office approves as to the form of the contract for Dr. Lung.

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

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THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us <josephine.ramirez@co.hidalgo.tx.us> AND DELETE THE COMMUNICATION.*

Physician.Services.Melendez.docx
30 KB

D. HIDALGO COUNTY PRECINCT NO. 3-

1. **Recommending of bid award and approval of contract to the lowest bidder meeting all specifications attached hereto for: "Supply and Install Liner for Cell "O" & "P" at Penitas Landfill". A fully executed copy of the contract will be forwarded to the Hidalgo County Auditor's Office.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote to approve the lowest bidder being Inline Plastics, L.L.C.

Commissioner Flores stepped away from the Court and was not present for the remainder of the meeting.

E. HIDALGO COUNTY PRECINCT NO. 4-

1. **Requesting authority to remove from inventory a 1999 Utility asset number 033387 and 4 (Four) Garbage Containers asset number 018005,020282,020287 and 020284.**

   On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to exercise the additional (1) one year extension as provided in current contract under the same rates, terms and conditions for "Pit Run Caliche" with Roy's Hauling Service.**

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

Commissioner Palacios stepped away from the Court.

F. HIDALGO COUNTY SHERIFF'S DEPARTMENT-

1. **Requesting authority to advertise with for: RFB- "Estray Project" and approval of specifications as attached hereto.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval. Judge Garcia abstained from this vote.

2. **Presentation for discussion, consideration, acceptance and approval for the purpose of ranking by Hidalgo County Commissioner's Court as "Qualified", the statements of qualifications (SOQ'S) received from the two participants responding to the Hidalgo County's RFQ/P in connection with "Physician Services for Hidalgo County Sheriff's Department", project from Dr. Ivan Melendez and Dr. Javier E. Cortinas;**

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval to rank as 1 and 2.

3. **Presentation for discussion, consideration, acceptance and approval of proposal negotiated contract for "Physician Services" with "Drs. Melendez and Cortinas.**

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval in the amount of $3,300.00 a month per physician.

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 10, 2014
1:45 P.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 counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 12.A to be pulled for discussion.

5. Open Forum

Ramiro Trevino reminded the court of a concern regarding the County vehicle take home policy and stated he submitted a public request to the Public Affairs office and was disappointed with the result. He was then sent letters from the D.A.'s office and feels the ones to answer his request should be the County, not the District.

Luis Perez had a concern over the Tax Office's Motor Vehicle Fraud Investigation Department. He informed the Court that some of the citations that have been issued are not Class C Misdemeanors and are being paid through the J.P.'s office. He stated the citations are Felonies and feels there is lack of knowledge.

Opal Billman stated that their 80 acres of community property was purchased by the Billmans from named persons. The court gave them no division, no value of the property and named their son to manage their debt free community property. As her divorce settlement, she received nothing and stated the court has made inappropriate actions.

C. **AI-47312** Approval of automated clearing house (ACH) payment to the Department of Health and Human Services (HHS) via Pay.gov for the County's 2014 Affordable Care Act (ACA) Transitional Reinsurance fee of $408,933.00.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. **Budget Appropriations:**

1. **AI-47326** A. Approval of certification of revenues as certified by the County Auditor for monies received from Sprint/Nextel for reconfiguration of communication systems in Hidalgo County.

NO ACTION taken on this Item.

B. Approval of 2014 appropriation of funds in the total amount of $82,371.90

NO ACTION taken on this Item.

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

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

A. **Hidalgo County**

1. **AI-47332** A. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

Judge Garcia joined the meeting at this time.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

B. Approval to purchase through POs and agreement(s) (if applicable) for "On-line Research Services" with Lexis Nexis including, but not limited to, the following Hidalgo County elected offices, department(s), programs or agencies:
District Judges

1. **AI-47194**

Acceptance and approval of the final negotiated contract with Dr John Lung, MD for "Professional Physician Services for Hidalgo County Inmates" project RFQ 2014-343-09-17-YZV.

APPROVED

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: 5 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-47237** Cause No. D-1-GN-14-004597; Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, and Dearborn National Life Insurance Company v. The Honorable Greg Abbott, Attorney General of Texas, and Hidalgo County, Texas

D. **AI-47270** CL-14-0676; Elizabeth Martinez v. Hidalgo County-Judge Mario Ramirez, Jr. et al

E. **AI-47222** Claim of AT&T

F. **AI-47224** Claim of Jose Garza

G. **AI-47226** Claim of Emilio Gutierrez

H. **AI-47254** Claim of Texas Department of Public Safety

I. **AI-47297** Claim of Isaac Escamilla

J. **AI-47228** Hidalgo County v. Michael Martinez

K. **AI-47230** Hidalgo County v. David Patrick Casas

NO ACTION taken on Items 22.A - 22.K.

23. **Open Session:**

Commissioner Joseph Palacios was not present for Open Session.

AI-57261 **Purchasing Department** **20. H. 5.**

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a) Presentation of the scoring/evaluation grid for the purposes of ranking by Commissioners' Court the responses received in connection with the RFP for Hidalgo County Sheriff's Office - Telecommunication & Internet Services.

	SmartCom	Time Warner
Evaluator 1	95	85
Evaluator 2	100	65
Evaluator 3	100	55
Evaluator 4	95	75
Average Score	***97.5***	***70***
CC Rank		

Scoring and evaluation completed by representatives from HCSO and IT Depts.;

b) Authority for Purchasing Department to proceed to commence negotiations with the number one ranked participant to complete a services contract for the HCSO's "Telecommunication & Internet Services".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be identified when final negotiated contract is presented to commissioners court for approval. No budgetary impact at this time.

Attachments

Grid

No Conflict Form for Evaluators

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/08/2016 03:24 PM
Budget & Management	Veronica Ortiz	11/08/2016 04:42 PM
Merlen P. Munoz	Merlen P. Munoz	11/09/2016 08:10 AM
Final Approval	Monica Badillo	11/10/2016 05:06 PM

Form Started By: Heidi Ortiz Started On: 11/08/2016 02:23 PM

Final Approval Date: 11/10/2016

HIDALGO COUNTY SHERIFF'S OFFICE

Telecommunication & Internet Services

Scoring & Evaluation

GRID

	SmartCom	Time Warner
Evaluator 1	95	85
Evaluator 2	100	65
Evaluator 3	100	55
Evaluator 4	95	75
Average Score	97.5	70
CC Rank		

Scoring & Evaluation Completed by Representatives from HCSO and IT

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Abram Ramirez

Title/Position: Network/System Administrator

Contract for Goods/Services: _____

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Smartcom Telephone
2. Time Warner Cable
3. _____
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: Abram Ramirez

Date: 10/28/16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Michael Garza

Title/Position: System Administrator

Contract for Goods/Services: _____

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. _____
2. Time Warner
3. Smart Com
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: Michael Garza

Date: 11-2-16

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: Renan Ramirez

Title/Position: CIO

Contract for Goods/Services: Telecom services

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. Time Warner
2. SmartCom
3. _____
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: 10/24/2016

SCANNED

NO CONFLICT DISCLOSURE FORM

Name of Government Officer/Employee: ESTEBAN CARO

Title/Position: LIEUTENANT IV

Contract for Goods/Services: SMART COM TELEPHONE

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. SMART COM TELEPHONE
2. TIME WARNER CABLE
3. _____
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: 10/28/14